



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Bean, Alternating Chair  
Representative Rodriguez, Alternating Chair

## **MEETING PACKET**

Friday, January 21, 2022  
8:00—10:00 a.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Wilton Simpson  
President

**JOINT COMMITTEE MEETING NOTICE**

**JOINT SELECT COMMITTEE ON COLLECTIVE  
BARGAINING**

**Senator Bean, Alternating Chair  
Representative Rodriguez, Alternating Chair**

**MEETING DATE:** Friday, January 21, 2022  
**TIME:** 8:00—10:00 a.m.  
**PLACE:** *Pat Thomas Committee Room, 412 Knott Building*

**SENATE MEMBERS:** Senator Bean, Alternating Chair; Senators Bradley, Gruters, Stewart, and Torres  
**HOUSE MEMBERS:** Representative Rodriguez, Alternating Chair; Representatives Aloupis, Casello, DiCeglie, Hawkins, and Rayner

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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 Bean, Alternating Chair  
Representative Rodriguez, Alternating Chair

**Meeting Packet  
Materials submitted by:  
Department of Lottery**

Friday, January 21, 2022  
8:00—10:00 a.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Wilton Simpson  
President



**ALLEN NORTON & BLUE**  
PROFESSIONAL ASSOCIATION

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

January 11, 2022

**VIA UNITED STATES**  
**& ELECTRONIC MAIL**

Joe McVaney  
Staff Director  
Joint Select Committee on Collective Bargaining  
Florida Senate  
404 South Monroe Street  
Tallahassee, Florida 32399-1100  
[McVaney.Joe@flsenate.gov](mailto:McVaney.Joe@flsenate.gov)

Lance Toliver  
Staff Director  
Joint Select Committee on Collective Bargaining  
Florida House of Representatives  
209 House Office Building  
402 South Monroe Street  
Tallahassee, FL 32399  
[Lance.Toliver@myfloridahouse.gov](mailto:Lance.Toliver@myfloridahouse.gov)

**Re: Joint Select Committee on Collective Bargaining**

Dear Mr. McVaney and Mr. Toliver:

We have enclosed the materials requested by the Joint Select Committee on Collective Bargaining for its public hearing scheduled for January 21, 2022. The Florida Lottery (“Lottery”) has met and negotiated with the Federation of Public Employees (“FOPE”). Pursuant to Article 30 of the parties’ 2020-2023 Collective Bargaining Agreement, the FOPE reopened Article 12 “Wages”. That reopened article remains unresolved, and the Lottery will continue to negotiate with the FOPE in an effort to resolve it. A copy of the currently proposed article by the Lottery is attached hereto.

Miami • Orlando • Tallahassee • Tampa

January 11, 2022  
Page 2

To date, the Police Benevolent Association (“PBA”) has not provided any contract proposals or raised any disputed issues for impasse resolution.

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.

Regards,

  
J. Wes Gay

Enclosures

## **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 - Discretionary Performance Based Awards**

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

#### **SECTION 3 - 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 - 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 - 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.



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Bean, Alternating Chair  
Representative Rodriguez, Alternating Chair

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

Friday, January 21, 2022  
8:00—10:00 a.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Wilton Simpson  
President



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
J. Todd Inman, Secretary

January 11, 2022

*Via Electronic Mail*

The Florida Legislature  
Joint Select Committee on Collective Bargaining  
330 Knott Building  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

Re: Impasse of Collective Bargaining Negotiations for Fiscal Year 2022-2023 between the State of Florida and Bargaining Agents Representing State Employees

Dear Committee Members:

We have enclosed the materials requested by the Joint Committee on Collective Bargaining for its public hearing scheduled for January 21, 2022. The materials include an overview of the 13 collective bargaining units comprised of State Personnel System employees and represented by six bargaining agents, the state's notice of impasse to the Florida Legislature, status sheets detailing those contract articles currently at impasse, the most recent state and union proposals for each contract article at impasse, and the state's costing of the union economic proposals.

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) 414-7646.

Respectfully submitted,

Michael Mattimore  
Chief Labor Negotiator

MM/abg

Enclosures



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
J. Todd Inman, Secretary

January 11, 2022

*Via Electronic Mail*

The Honorable Wilton Simpson, President  
The Florida Senate  
409, The Capitol  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

The Honorable Chris Sprowls, Speaker  
Florida House of Representatives  
420, The Capitol  
402 South Monroe Street  
Tallahassee, Florida 32399-1300

Re: Collective Bargaining Impasse

Dear President Simpson and Speaker Sprowls:

As indicated in our letter of December 9, 2021, an impasse has occurred in the collective bargaining negotiations between the Governor and the six employee associations representing 13 bargaining units of state employees. In accordance with section 447.403(5), Florida Statutes, we have enclosed lists of the collective bargaining contract articles on which agreement was reached and 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 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/abg

Enclosures

cc: Donna M. Poole, Chair, Public Employees Relations Commission  
Chris Spencer, Director, Office of Policy and Budget, Executive Office of the Governor  
J. Todd Inman, Secretary, Department of Management Services  
Sean Gellis, Chief of Staff, Department of Management Services  
Katie Parrish, Deputy Secretary, Department of Management Services  
Kristen Larson, General Counsel, Department of Management Services  
Sharon Larson, Director, State Human Resource Management, Department of Management Services  
Tyler Russell, Deputy Chief of Staff, Department of Management Services  
Collective Bargaining Agent Representatives



# Snapshot of Articles Negotiated for FY 2022-2023

**The State of Florida and the American Federation of State,  
County and Municipal Employees AFL-CIO (AFSCME)  
Administrative and Clerical, Operational Services, Human Services, and  
Professional Units  
FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

## **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

## **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Health Insurance (Employee Premiums 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 16 – Vacant (Union proposed to repurpose as “Telecommuting”)

Article 25 – Wages

**The following article(s) were opened by the Union and subsequently withdrawn; article(s) will remain Status Quo:**

Article 8 – Workforce Reduction

## **REFERENCE**

A copy of the current AFSCME Master Contract (Four Units) can be found at the following link:

[AFSCMEMasterContractEffective7-1-21--6-30-23.pdf \(myflorida.com\)](#)



**The State of Florida and the Federation of Physicians and Dentists  
State Employees Attorneys Guild  
Selected Exempt Service (SES) Attorneys Unit  
FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

## **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

## **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 19 – Insurance Benefits (Employee Premiums 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 SES Attorneys Unit agreement can be found at the following link:

<https://www.dms.myflorida.com/content/download/153475/1019931/SESAttorneysUnitReopenerAgreement.pdf>



## **Snapshot of Articles Negotiated for FY 2022-2023**

### **The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Physicians Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 19 – Insurance Benefits (However, Employee Premiums 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 SES Physicians Unit agreement can be found at the following link:

<https://www.dms.myflorida.com/content/download/153473/1019925/FPD-Physicians20212022ReopenerAgreement.pdf>



## **Snapshot of Articles Negotiated for FY 2022-2023**

### **The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Supervisory Non-Professional Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 SES Supervisory Non-Professional Unit agreement can be found at the following link:

<https://www.dms.myflorida.com/content/download/153471/1019919/FDP-SES-SNPUFY2021-2022ReopenerAgreement.pdf>



# Snapshot of Articles Negotiated for FY 2022-2023

## The State of Florida and the Florida Police Benevolent Association Florida Highway Patrol Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)

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

Article 15 – Seniority

Article 25 – Wages

### **REFERENCE**

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

[PBA-Florida Highway Patrol Unit Reopener Agreement Effective 7-1-21 -- 6-30-22.pdf\(myflorida.com\)](https://myflorida.com/pba-florida-highway-patrol-unit-reopener-agreement-effective-7-1-21--6-30-22.pdf)



## **The State of Florida and the Florida Police Benevolent Association Law Enforcement Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 7 – Internal Investigations

Article 18 – Hours of Work, Leave and Job-Connected Disability

Article 24 – On-Call Assignment – Call Back – Court Appearance

Article 25 – Wages

### **REFERENCE**

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

[PBA-Law Enforcement Unit Reopener Agreement Effective 7-1-21 -- 6-30-22.pdf\(myflorida.com\)](https://myflorida.com/PBA-Law%20Enforcement%20Unit%20Reopener%20Agreement%20Effective%207-1-21%20--%206-30-22.pdf)



## The State of Florida and the Florida Police Benevolent Association Security Services Unit FY 2022 – 2023 Collective Bargaining Successor Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a two-year agreement covering Fiscal Years 2021-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 contract can be found at the following link:

[PBA-Security Services Unit Successor Agreement Effective 9-30-21 -- 6-30-23.pdf\(myflorida.com\)](https://myflorida.com/PBA-Security_Services_Unit_Successor_Agreement_Effective_9-30-21_--_6-30-23.pdf)



## The State of Florida and the Florida Nurses Association Professional Health Care Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 7 – Disciplinary Action

Article 23 – Hours of Work/Compensatory Time

Article 25 – Wages

Article 26 – Differential Pay

### **REFERENCE**

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

[FNA – Professional Health Care Unit FY 2021-2022 Reopener Agreement](#)



## Snapshot of Articles Negotiated for FY 2022-2023

### The State of Florida and the Florida State Lodge Fraternal Order of Police Special Agent Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year due to their fiscal impact.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 Agent Unit FY 2021-2022 Reopener Agreement](#)



## The State of Florida and the Florida State Fire Service Association Fire Service Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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

Article 29 – Health and Welfare

### **REFERENCE**

A copy of the current Fire Service Unit agreement can be found at the following link:

[FSFSA – Fire Service Unit FY 2021-2022 Reopener Agreement](#)



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
J. Todd Inman, Secretary

January 11, 2022

*Via Electronic Mail*

The Honorable Wilton Simpson, President  
The Florida Senate  
409, The Capitol  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

The Honorable Chris Sprowls, Speaker  
Florida House of Representatives  
420, The Capitol  
402 South Monroe Street  
Tallahassee, Florida 32399-1300

Re: Collective Bargaining Impasse

Dear President Simpson and Speaker Sprowls:

As indicated in our letter of December 9, 2021, an impasse has occurred in the collective bargaining negotiations between the Governor and the six employee associations representing 13 bargaining units of state employees. In accordance with section 447.403(5), Florida Statutes, we have enclosed lists of the collective bargaining contract articles on which agreement was reached and 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 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/abg

Enclosures

cc: Donna M. Poole, Chair, Public Employees Relations Commission  
Chris Spencer, Director, Office of Policy and Budget, Executive Office of the Governor  
J. Todd Inman, Secretary, Department of Management Services  
Sean Gellis, Chief of Staff, Department of Management Services  
Katie Parrish, Deputy Secretary, Department of Management Services  
Kristen Larson, General Counsel, Department of Management Services  
Sharon Larson, Director, State Human Resource Management, Department of Management Services  
Tyler Russell, Deputy Chief of Staff, Department of Management Services  
Collective Bargaining Agent Representatives



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
J. Todd Inman, Secretary

December 9, 2021

The Honorable Wilton Simpson, President  
The Florida Senate  
409, The Capitol  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

The Honorable Chris Sprowls, Speaker  
Florida House of Representatives  
420, The Capitol  
402 South Monroe Street  
Tallahassee, Florida 32399-1300

Re: Notification of Collective Bargaining Impasse

Dear President Simpson and Speaker Sprowls:

An impasse has occurred in the negotiations between the Governor and the six employee organizations representing 13 collective bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes. 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 we cannot resolve no later than January 11, 2022, 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/abg

cc: Donna M. Poole, Chair, Public Employees Relations Commission  
Chris Spencer, Director, Office of Policy and Budget, Executive Office of the Governor  
J. Todd Inman, Secretary, Department of Management Services  
Sean Gellis, Chief of Staff, Department of Management Services  
Katie Parrish, Deputy Secretary, Department of Management Services  
Kristen Larson, General Counsel, Department of Management Services  
Sharon Larson, Director, State Human Resource Management, Department of Management Services  
Tyler Russell, Deputy Chief of Staff, Department of Management Services  
Collective Bargaining Agent Representatives

SECTION 8. EMPLOYEE COMPENSATION AND BENEFITS - FISCAL YEAR 2021-2022 and 2022-2023

This section provides instructions for implementing the Fiscal Year 2021-2022 and 2022-2023 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.

It is the intent of the Legislature that the minimum and maximums for each pay grade and pay band be adjusted upward commensurate with the increases provided in subsection (1)(b). In addition, 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

(a) Officer Compensation

The elected officers, members of commissions, and designated employees shall be paid at the annual rate, listed below, for the 2022-2023 fiscal year; however, these salaries may be reduced on a voluntary basis.

1. Funds are provided in Specific Appropriation 2976 to increase the annual base rate of pay for the Judges of Compensation Claims to \$146,377.

2. Funds are provided in Specific Appropriation 732 to increase the annual base rate of pay by \$39,494 over the June 30, 2022 base rate of pay for the Commission on Offender Review Chair and \$29,494 over the June 30, 2022 base rate of pay for the Commission on Offender Review Commissioners.

3. Funds are provided in Specific Appropriations 1077, 1084, 1091, 1098, and 1105 to increase the annual base rate of pay by 10% over the June 30, 2022 base rate of pay for the Criminal Conflict and Civil Regional Counsels.

7/01/2022

=====	
Governor.....	134,181
Lieutenant Governor.....	128,597
Chief Financial Officer.....	132,841
Attorney General.....	132,841
Agriculture, Commissioner of.....	132,841
Supreme Court Justice.....	227,218
Judges - District Courts of Appeal.....	192,105
Judges - Circuit Courts.....	165,509
Judges - County Courts.....	156,377
Judges of Compensation Claims.....	146,377
State Attorneys.....	192,105
Public Defenders.....	192,105
Commissioner - Public Service Commission.....	135,997
Public Employees Relations Commission Chair.....	100,723
Public Employees Relations Commission Commissioners.....	47,753
Commission on Offender Review Chair.....	135,000
Commission on Offender Review Commissioners.....	125,000
Criminal Conflict and Civil Regional Counsels.....	130,295
=====	

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.

(b) Employee Compensation

1. For the purpose of this subsection, the term "eligible employee" includes:

a. A full time equivalent position (FTE) in the Career Service, the Selected Exempt Service, the Senior Management Service, the lottery pay plan, the judicial branch pay plan, the pay plans administered by the Justice Administration Commission, military employee of the Florida National Guard on full-time military duty and non-career service employee of the Florida School for the Deaf and the Blind. Employees

classified as other personnel services employees are not eligible for an increase.

2. With approval by the agency head, each agency is authorized to grant pay adjustments to address compression, and, within the resources provided in this paragraph, any retention or pay inequities. The agency is responsible for retaining sufficient documentation justifying any adjustments.

3. Effective upon this act becoming law, \$112,540,453 in recurring General Revenue, \$112,485,845 in recurring trust funds and 176,147,217 in salary rate are appropriated for Fiscal Year 2021-2022 for the salary increases necessary to implement pay plan compression as a result of the \$13 per hour minimum wage increase and pay inequities.

In granting pay adjustments, agencies, at a minimum, shall consider the following:

- a. Current salary levels of employees closest to the \$13 per hour minimum base rate that will need to be adjusted to ensure adequate ratios between pay classes are maintained;
- b. Salaries of newer employees against long-term employees in the same type of positions;
- c. Salaries of employees compared against their direct supervisors and second-level supervisors; and
- d. Competitive pay structure to remedy pay inequities.

Funds shall be distributed as follows:

DEPARTMENT OF EDUCATION	
General Revenue.....	1,774,522
Trust Funds.....	3,278,270
Salary Rate.....	3,553,453
DEPARTMENT OF ENVIRONMENTAL PROTECTION	
General Revenue.....	17,440
Trust Funds.....	5,893,958
Salary Rate.....	4,965,723
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	
General Revenue.....	1,405,462
Trust Funds.....	5,289,219
Salary Rate.....	5,482,442
DEPARTMENT OF CITRUS	
Trust Funds.....	55,283
Salary Rate.....	46,656
PUBLIC SERVICE COMMISSION	
Trust Funds.....	614,445
Salary Rate.....	515,172
FISH AND WILDLIFE CONSERVATION COMMISSION	
General Revenue.....	932,488
Trust Funds.....	4,306,610
Salary Rate.....	4,176,492
DEPARTMENT OF LOTTERY	
Trust Funds.....	797,966
Salary Rate.....	654,081
DEPARTMENT OF FINANCIAL SERVICES	
General Revenue.....	548,018
Trust Funds.....	5,900,993
Salary Rate.....	5,329,802
DEPARTMENT OF MILITARY AFFAIRS	
General Revenue.....	213,016
Trust Funds.....	541,690
Salary Rate.....	627,131
DEPARTMENT OF MANAGEMENT SERVICES	
General Revenue.....	212,707
Trust Funds.....	2,133,859
Salary Rate.....	1,968,600
DIVISION OF ADMINISTRATIVE HEARINGS	
Trust Funds.....	267,002
Salary Rate.....	223,150
DEPARTMENT OF REVENUE	
General Revenue.....	4,462,571
Trust Funds.....	4,366,619
Salary Rate.....	7,403,025
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION	
General Revenue.....	6,488
Trust Funds.....	2,899,884
Salary Rate.....	2,406,302
DEPARTMENT OF VETERANS' AFFAIRS	
General Revenue.....	189,770

FISCAL YEAR 2022-2023 GOVERNOR'S RECOMMENDED GENERAL APPROPRIATIONS ACT

Trust Funds.....	1,530,562
Salary Rate.....	1,448,369
DEPARTMENT OF CHILDREN AND FAMILIES	
General Revenue.....	10,710,419
Trust Funds.....	9,744,607
Salary Rate.....	17,145,977
DEPARTMENT OF HEALTH	
General Revenue.....	7,277,953
Trust Funds.....	21,837,618
Salary Rate.....	19,043,568
DEPARTMENT OF ELDER AFFAIRS	
General Revenue.....	398,266
Trust Funds.....	528,336
Salary Rate.....	777,301
AGENCY FOR PERSONS WITH DISABILITIES	
General Revenue.....	2,056,299
Trust Funds.....	1,419,386
Salary Rate.....	2,899,643
AGENCY FOR HEALTH CARE ADMINISTRATION	
General Revenue.....	188,713
Trust Funds.....	3,218,877
Salary Rate.....	2,865,162
JUSTICE ADMINISTRATION	
General Revenue.....	19,265,677
Trust Funds.....	3,452,656
Salary Rate.....	17,835,733
STATE COURT SYSTEM	
General Revenue.....	6,707,789
Trust Funds.....	1,776,348
Salary Rate.....	7,133,906
DEPARTMENT OF LEGAL AFFAIRS	
General Revenue.....	1,191,020
Trust Funds.....	1,673,046
Salary Rate.....	2,266,246
FLORIDA GAMING CONTROL COMMISSION	
Trust Funds.....	233,263
Salary Rate.....	196,367
DEPARTMENT OF CORRECTIONS	
General Revenue.....	46,118,677
Trust Funds.....	1,002,020
Salary Rate.....	35,985,874
FLORIDA DEPARTMENT OF LAW ENFORCEMENT	
General Revenue.....	3,331,577
Trust Funds.....	2,088,439
Salary Rate.....	4,257,158
FLORIDA COMMISSION ON OFFENDER REVIEW	
General Revenue.....	220,851
Trust Funds.....	1,602
Salary Rate.....	185,867
DEPARTMENT OF JUVENILE JUSTICE	
General Revenue.....	3,924,849
Trust Funds.....	819,436
Salary Rate.....	3,984,028
EXECUTIVE OFFICE OF THE GOVERNOR	
General Revenue.....	453,184
Trust Funds.....	535,918
Salary Rate.....	391,329
DEPARTMENT OF ECONOMIC OPPORTUNITY	
General Revenue.....	254,769
Trust Funds.....	2,793,048
Salary Rate.....	2,564,064
DEPARTMENT OF STATE	
General Revenue.....	554,850
Trust Funds.....	228,169
Salary Rate.....	654,355
FLORIDA DEPARTMENT OF TRANSPORTATION	
Trust Funds.....	14,111,798
Salary Rate.....	11,849,594
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES	
Trust Funds.....	9,128,832
Salary Rate.....	7,193,361
BOARD OF GOVERNORS	
General Revenue.....	123,078
Trust Funds.....	16,086
Salary Rate.....	117,286

Agencies shall update personnel data in People First to reflect pay increases no later than June 30, 2022. Any unexpended balances of funds remaining on June 30, 2022 shall revert. Agencies are authorized to

continue the pay adjustments in Fiscal Year 2022-2023.

(2) SPECIAL PAY ISSUES

(a) Law Enforcement Officers Compensation

1. Effective upon this act becoming law, \$9,189,805 in recurring General Revenue and \$23,280,223 in recurring trust funds are appropriated for Fiscal Year 2021-2022, in addition to the pay adjustments provided in paragraph (1)(b), to grant a competitive pay adjustment of 20% to each eligible entry level sworn law enforcement officer's base rate of pay, as of the last day of the last completed month upon this act becoming law, employed by the following agencies: Florida School for the Deaf and the Blind, Department of Agriculture and Consumer Services, Department of Environmental Protection, Fish and Wildlife Conservation Commission, Department of Business and Professional Regulation, Department of Financial Services, Department of Lottery, Department of Legal Affairs, Florida Department of Law Enforcement, Justice Administration Commission, State Court System, Highway Safety and Motor Vehicles, Agency for Persons with Disabilities and Department of Children and Families.

Any unexpended balances of funds remaining on June 30, 2022 shall revert. Agencies are authorized to continue the competitive pay adjustment in Fiscal Year 2022-2023.

2. Effective upon this act becoming law, \$13,764,472 in recurring General Revenue and \$29,162,149 in recurring trust funds are appropriated for Fiscal Year 2021-2022, in addition to the pay adjustments provided in paragraph (1)(b), to grant a competitive pay adjustment of 25% to each eligible non-entry sworn law enforcement officer's base rate of pay, as of the last day of the last completed month upon this act becoming law, employed by the following agencies: Florida School for the Deaf and the Blind, Department of Agriculture and Consumer Services, Department of Environmental Protection, Fish and Wildlife Conservation Commission, Department of Business and Professional Regulation, Department of Financial Services, Department of Lottery, Department of Legal Affairs, Florida Department of Law Enforcement, Justice Administration Commission, State Court System, Department of Highway Safety and Motor Vehicles, Agency for Persons with Disabilities and Department of Children and Families.

Any unexpended balances of funds remaining on June 30, 2022 shall revert. Agencies are authorized to continue the competitive pay adjustment in Fiscal Year 2022-2023.

3. For the purpose of this paragraph, the term "entry level sworn law enforcement officer" means an employee in the following agencies and classification codes designated as a sworn law enforcement officer: Florida School for the Deaf and the Blind - Law Enforcement Officer (8515); Agriculture and Consumer Services - Law Enforcement Officer (8515); Environmental Protection - Law Enforcement Investigator II (8541); Fish and Wildlife Conservation Commission - Law Enforcement Officer (8515) and Law Enforcement Investigator I (8540); Business and Professional Regulation - Law Enforcement Investigator II (8541); Financial Services - Law Enforcement Investigator I (8540); Lottery - Special Agent II (2608); Legal Affairs/Attorney General - Law Enforcement Investigator I (8540); Department of Law Enforcement - Law Enforcement Officer, Capitol Police (8515); Special Agency Trainee (8580) and Special Agent (8581); Justice Administration Commission - Investigator I (6661); State Court System - Court Security Officer Supreme Court (1502); Highway Safety and Motor Vehicles - Trooper (8030); Agency for Persons with Disabilities - Institutional Security Specialist I (8237); and Department of Children and Families - Institutional Security Specialist I (8237).

4. For the purpose of this paragraph, the term "non-entry sworn law enforcement officer" means an employee in the following agencies and classification codes designated as sworn law enforcement officer: Florida School for the Deaf and the Blind - Security and Law Enforcement Chief (8520), Law Enforcement Lieutenant (8522) and Law Enforcement Investigator II (8541); Agriculture and Consumer Services - Chief of Uniform Services (7858), Law Enforcement Corporal (8517), Law Enforcement Sergeant (8519), Law Enforcement Lieutenant (8522), Law Enforcement Captain (8525), Law Enforcement Investigator II (8541), Director of Agricultural Law Enforcement (8542), Assistant Director of Law Enforcement (8551), Major (8630), Captain (8632) and Major (8526); Business and Professional Regulation - Investigator Manager-SES (8357), Law Enforcement Lieutenant (8522), Major (8630), Captain (8632);

Environmental Protection - Law Enforcement Lieutenant (8522) and Captain (8632); Financial Services Investigation Manager-SES (8357), Law Enforcement Lieutenant (8522), Law Enforcement Investigator II (8541), Law Enforcement Major (8630) and Law Enforcement Captain (8632); Fish and Wildlife Conservation Commission - Law Enforcement Corporal (8517), Law Enforcement Lieutenant (8522), Law Enforcement Captain (8525), Law Enforcement Airplane Pilot I (8532), Law Enforcement Pilot II (8534), Law Enforcement Investigator II (8541), Law Enforcement Manager (8565), Law Enforcement Program Administrator (8798), Law Enforcement Section Leader (9154), Deputy Director of Law Enforcement (9498) and Director of Law Enforcement (9694); Department of Law Enforcement - Chief of Law Enforcement Services (8383), Law Enforcement Sergeant (8519), Law Enforcement Lieutenant (8522), Law Enforcement Accreditation Director (8535), Law Enforcement Investigator II (8541), Special Agent Supervisor (8584) and Inspector (8590); Lottery Special Agent (1126), Director of Security (2601) and Deputy Director of Security (2603); Highway Safety and Motor Vehicles - Deputy Director of Florida Highway Patrol (7932), Chief of Florida Highway Patrol (7981), Florida Highway Patrol Sergeant (8031), Florida Highway Patrol Pilot I (8032), Florida Highway Patrol Pilot II (8033), Florida Highway Patrol Corporal (8034), Florida Highway Patrol Invest Sergeant (8035), Law Enforcement Lieutenant (8522), Law Enforcement Major (8626), Law Enforcement Captain (8632) and Director of Florida Highway Patrol (9762); Legal Affairs - Director of Law Enforcement Relations, Victim Services and Criminal Justice (7949), Investigation Manger-SES (8357), Law Enforcement Lieutenant (8522), Law Enforcement Captain (8525), Law Enforcement Investigator II (8541), Law Enforcement Major (8630) and Law Enforcement Captain (8632); Justice Administration Commission - Investigator Supervisor (4665), Investigator Trainee (5660), Investigator V (6665), Investigator I (5661 and 9661), Investigator II (5662, 6662 and 9662), Investigator III (5663, 6663 and 9663) and Investigator IV (5664, 5668, 6664 and 9664); and State Court System - Chief Deputy Marshal - Supreme Court (1500); Chief Deputy Marshal - District Court (1501), Deputy Clerk I - District Court (2601); Deputy Marshal - Supreme Court (1505); Deputy Marshal - District Court (1506); Deputy Marshal Supervisor - Supreme Court (1510); Deputy Marshal Supervisor - District Court (1515); Marshal - District Court (9050); Marshal Supreme Court (9040); Agency for Persons with Disabilities - Institutional Security Specialist II (8238), Institutional Security Specialist Shift Supervisor (8240) and Institutional Security Chief (8243); and Department of Children and Families - Institutional Security Specialist II (8238), Institutional Security Specialist Shift Supervisor (8240) and Institutional Security Chief (8243).

(b) Department of Corrections

1. Effective upon this act becoming law, \$120,677,194 in recurring General Revenue and \$3,476,682 in recurring trust funds are appropriated, in addition to the pay adjustments provided in paragraph (1)(b), for Fiscal Year 2021-2022 to increase the minimum base rate of pay to \$41,600 for each eligible Correctional Officer beginning as of the last day of the last completed month upon this act becoming law.

2. For the purpose of this paragraph, the term "correctional officer" means an employee in the Department of Corrections in the following classification codes: Correctional Officers (8003), Correctional Officer Sergeant (8005), Correctional Officer Lieutenant (8011), Correctional Officer Captain (8013), Inspector DC (8026), Correctional Probation Officers (8036), Correctional Probation Senior Officers (8039) and Correctional Probation Specialist (8040).

Any unexpended balances of funds remaining on June 30, 2022 shall revert. The Department of Corrections is authorized to continue the competitive pay adjustment in Fiscal Year 2022-2023.

3. Effective July 1, 2022, \$15,861,912 in recurring General Revenue is appropriated in Specific Appropriations 603, 667 and 685, in addition to the pay adjustments provided in paragraph (1)(b), to implement a retention plan for correctional officers, correctional probation officers, and inspectors in the Department of Corrections.

(c) Department of Juvenile Justice

1. Effective upon this act becoming law, \$7,727,519 in recurring General Revenue and \$3,423,644 in recurring trust funds are appropriated for Fiscal Year 2021-2022, in addition to the pay adjustments provided in paragraph (1)(b), to increase the minimum base rate of pay to \$35,360 for each eligible Juvenile Detention Officer and to \$39,520 for each Juvenile Probation Officer as of the last day of the last completed month upon this act becoming law.

2. For the purpose of this paragraph "juvenile detention and probation officer" means an employee in the Department of Juvenile Justice in the following classification codes: Juvenile Detention Officers I (5711), Juvenile Detention Officers II (5712), Juvenile Detention Officer Supervisor (5713) and Juvenile Probation Officers (5965), Senior Juvenile Probation Officer (5966) and Juvenile Probation Officer Supervisor (5967).

Any unexpended balances of funds remaining on June 30, 2022 shall revert. The Department of Juvenile Justice is authorized to continue the competitive pay adjustment in Fiscal Year 2022-2023.

(d) Firefighters

Effective July 1, 2022, \$1,395,746 in recurring funds is appropriated in Specific Appropriations 106, 225, 329, 1436, 2399, 2409, 2992 and 3014, in addition to the pay adjustments provided in paragraph (1)(b), for a pay increase of up to \$2,500 for positions in the Fire Service Bargaining Unit in the Florida School for the Deaf and the Blind, the Agency for Health Care Administration, the Department of Children and Families, the Department of Agriculture and Consumer Services, the Department of Financial Services, the Department of Military Affairs, and in addition to positions in the following classes in the Department of Agriculture and Consumer Services: Forest Area Supervisor (7622); Forestry Operations Administrator (7634); Forestry District Manager (7635); Forestry Program Administrator (7636); and Forestry Center Manager (7637).

(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 Plans and Benefits

1. For the period July 1, 2022, through June 30, 2023, 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, 2022, through June 30, 2023, 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. Beginning January 1, 2023, for the 2023 plan year, each plan shall continue the benefits for occupational therapy authorized for the 2022 plan year.

4. Effective July 1, 2022, the state health insurance plans, as defined in subsection (3)(b), 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.

5. Effective July 1, 2022, a participant shall continue to have the option to receive covered immunizations 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.

6. Effective January 1, 2023, the Division of State Group Insurance shall continue its health benefits contracts to allow service delivery through telehealth.

7. 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.

(c) State Health Insurance Premiums for the Period July 1, 2022, through June 30, 2023.

1. State Paid Premiums

a. For the coverage period beginning August 1, 2022, the state share of the State Group Health Insurance Standard and High Deductible Health Plan premiums to the executive, legislative and judicial branch agencies shall continue at \$763.46 per month for individual coverage and \$1,651.08 per month for family coverage.

b. Funds are provided in each state agency and university's budget to continue paying the state share of the State Group Health Insurance Program premiums for the fiscal year.

c. The agencies shall continue to pay premiums on behalf of employees who have enhanced benefits as follows, 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.

i. For the coverage period beginning August 1, 2022, the state share of the State Group Health Insurance Standard Plan Premiums to the executive, legislative, and judicial branch agencies for employees with enhanced benefits, excluding the Spouse Program, shall continue to be \$805.12 per month for Individual Coverage and \$1,801.08 per month for family coverage.

ii. For the coverage period beginning August 1, 2022, the state share of the State Group Health Insurance Standard Plan Premiums to the executive, legislative and judicial branch agencies, for each employee participating in the Spouse Program shall continue to be \$900.54 per month for family coverage.

iii. For the coverage period beginning August 1, 2022, the state share of the State Group Health Insurance High Deductible Plan Premiums to the executive, legislative, and judicial branch agencies for employees with enhanced benefits, excluding the Spouse Program, shall continue to be \$770.12 per month for Individual Coverage and \$1,685.38 per month for family coverage.

iv. For the coverage period beginning August 1, 2022, the state share of the State Group Health Insurance High Deductible Plan Premiums to the executive, legislative and judicial branch agencies, for each employee participating in the Spouse Program shall continue to be \$842.70 per month for family coverage.

2. Premiums Paid by Employees

a. For the coverage period beginning August 1, 2022, the employee share of the health insurance premiums for the standard plans shall continue to be \$50 per month for individual coverage and \$180 per month for family coverage.

b. For the coverage period beginning August 1, 2022, the employee share of the health insurance premium for the high deductible health plans shall continue to be \$15 per month for individual coverage and \$64.30 per month for family coverage.

c. For the coverage period beginning August 1, 2022, the employee share of the health insurance premium for the standard plan and the high deductible plan shall continue to be \$8.34 per month for individual coverage and \$30 per month for family coverage for employees filling positions with "agency pay-all" benefits.

d. For the coverage period beginning August 1, 2022, the employee share of the health insurance premiums for the standard plans and the high deductible plans shall continue to be \$15 per month for each employee participating in the Spouse Program in accordance with section 60P-2.0036, Florida administrative Code.

3. Premiums paid by Medicare Participants

a. For the coverage period beginning August 1, 2022, the monthly premiums for Medicare participants participating in the State Group Health Insurance Standard Plan shall continue to be \$430.18 for "one eligible", \$1,243.63 for "one under/one over", and \$860.35 for "both eligible."

b. For the coverage period beginning August 1, 2022, the monthly premiums for Medicare participants participating in the State Group Health Insurance High Deductible Plan shall continue to be \$324.26 for "one eligible", \$1,061.06 for "one under/one over", and \$648.52 for "both eligible."

c. For the coverage period beginning August 1, 2022, the monthly premiums for Medicare participants 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. Premiums paid by "Early Retirees"

a. For the coverage period beginning August 1, 2022, an "early retiree" participating in the State Group Health Insurance Standard Plan shall continue to pay a monthly premium 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.

b. For the coverage period beginning August 1, 2022, an "early retiree" participating in the State Group Health Insurance High Deductible Plan shall continue to pay a monthly premium equal to \$736.80 for individual coverage and \$1,632.05 for family coverage.

5. Premiums paid by COBRA participants

a. For the coverage period beginning August 1, 2022, 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.

(d) 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, 2022, 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, state college or community college 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 2022-2023 fiscal year from existing agency resources consistent with provisions of sections 110.2035 and 216.251, Florida Statutes, the applicable rules adopted 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 2022-2023 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% and a midnight shift differential of 15% 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, and 8417 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.

(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 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.

(q) The Department of Corrections may continue to grant a temporary special duties pay additive of up to 10 percent of the employee's base rate of pay for each certified correctional officer (class code 8003); certified correctional officer sergeant (class code 8005); certified correctional officer lieutenant (class code 8011), and certified correctional officer captain (class code 8013). For purposes of determining eligibility for this special pay additive, the term "certified" means the employee has obtained a correctional mental health certification as provided through the department. To be certified, a correctional officer must: (a) initially complete 5 courses consisting of a total of 54 hours of instruction taught by a department instructor with a correctional officer behavioral mental health certification through the American Correctional Association; (b) upon completing that instruction, satisfactorily pass a department examination; and (c) twice each year satisfactorily complete 16 additional hours of training and an examination, including in the year the correctional officer satisfies (a) and (b). The courses and training must educate correctional officers in identifying symptoms of mental illness in prisoners while helping to foster a safer environment for inmates with mental illness. Such additive may be awarded only during the time the certified officer is employed in an assigned mental health unit post.

(r) The Department of Corrections may continue to grant a one-time \$1,000 hiring bonus to newly-hired correctional officers (class code 8003) who are hired to fill positions at a correctional institution that had a vacancy rate for such positions of more than 10 percent for the preceding calendar quarter. The bonus may not be awarded before the officer obtains his or her correctional officer certification. Current employees and former employees who have had a break in service with the Department of Corrections of 31 days or less are not eligible for this bonus.

(s) The Department of Corrections is authorized to continue to grant a one-time \$1,000 hiring bonus to newly hired teachers and instructors (class codes 1313, 1315, 4133, 8085, 8093, 9095) at a correctional institution. Current employees and former employees who have had a break in service with the Department of Corrections of 31 days or less are not eligible for this bonus.

(t) The Department of Children and Families is authorized to continue to 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.

(u) 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 resides in, and is assigned duties within those areas.

(v) 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.



# Overview of SPS Collective Bargaining Units

## **SUBJECT**

Descriptions and Statistics of the State Personnel System (SPS) Collective Bargaining Units for Fiscal Year 2022-2023 Reopener Negotiations

## **BACKGROUND**

Chapter 447, Florida Statutes (F.S.), the state's collective bargaining law, designates the Governor as the "public employer" and "chief executive officer" with respect to collective bargaining with the six employee labor organizations/bargaining agents representing 13 bargaining units of SPS employees. Pursuant to section 20.22(3), F.S., the Department of Management Services (DMS) oversees the representation of the Governor as the SPS public employer in collective bargaining negotiations.

## **SPS COLLECTIVE BARGAINING UNIT DESCRIPTIONS**

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

**The AFSCME Master Contract covers four bargaining units:**

**Administrative and Clerical Unit** – Includes Career Service employees whose work involves the keeping or examination of records and accounts, or general office work. All state agencies employ members of this unit.

**Operational Services Unit** – Includes Career Service laborers and artisans, as well as technicians, mechanics, operators, and service workers. 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 employ members of this unit.

**Human Services Unit** – Includes Career Service employees involved in human or institutional services. The Departments of Corrections, Children and Families, Economic Opportunity, Education, Health, Juvenile Justice, Military Affairs, Veterans' Affairs, the Agency for Persons with Disabilities, and the School for the Deaf and the Blind employ members of this unit.

**Professional Unit** – Includes non-health care Career Service professional employees whose work 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 employ members of this unit.

### **Federation of Physicians and Dentists – SES Physicians Unit**

Includes physicians and senior physicians in the Selected Exempt Service. The Agency for Persons with Disabilities, and the Departments of Corrections, Children and Families, Education, Health, and Juvenile Justice employ members of this unit.



## Overview of SPS Collective Bargaining Units

### **Federation of Physicians and Dentists – SES Supervisory Non-Professional Unit**

Includes non-professional supervisory employees in the Selected Exempt Service. All state agencies except the Florida Commission on Offender Review employ members of this unit.

### **Federation of Physicians and Dentists State Employees Attorneys Guild – SES Attorneys Unit**

Includes attorneys and senior attorneys in the Selected Exempt Service who are not supervisory, or designated confidential or managerial, and are required as a condition of employment to be members of the Florida Bar. All agencies except the Departments of Citrus, Legal Affairs, Veterans' Affairs, and the School for the Deaf and the Blind employ members of this unit.

### **Florida Nurses Association – Professional Health Care Unit**

Includes professional Career Service employees engaged in direct health care activities. The Agency for Health Care Administration, the Agency for Persons with Disabilities, and 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 employ members of this unit.

### **Florida State Fire Service Association – Fire Service Unit**

Includes Career Service uniformed firefighters and supervisors whose primary duties include 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 employ members of this unit.

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

Includes Career Service professional, sworn law enforcement investigators in the Florida Department of Law Enforcement, whose primary duties involve conducting criminal investigations of suspected law violations primarily connected with organized crime, and/or providing other specialized law enforcement services, including the investigation of other law enforcement officers.

### **Police Benevolent Association – Law Enforcement Unit**

Includes Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of 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 School for the Deaf and the Blind, and the Fish and Wildlife Conservation Commission employ members of this unit.



## Overview of SPS Collective Bargaining Units

### **Police Benevolent Association – Florida Highway Patrol Unit**

Includes Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles.

### **Police Benevolent Association – Security Services Unit**

Includes Career Service employees whose primary duties involve the direct care, custody, and control of persons involuntarily confined in state institutions; or the supervised custody, surveillance, and control of assigned probationers and parolees. The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this unit.



# Overview of SPS Collective Bargaining Units

## SPS COLLECTIVE BARGAINING UNIT STATISTICS

The following chart reflects employee representation and union membership (dues paying employees) within the SPS as of January 6, 2022.

Labor Organization	Collective Bargaining Unit	Employees Represented	Total Dues Paying Employees	Percent	Non-Dues Paying Employees	Percent
American Federation of State, County and Municipal Employees	Administrative and Clerical	9,984	--	--	--	--
	Operational Services	2,287	--	--	--	--
	Human Services	3,903	--	--	--	--
	Professional	25,748	--	--	--	--
	<b>Total</b>	<b>41,922</b>	<b>1,548</b>	<b>3.69%</b>	<b>40,374</b>	<b>96.3%</b>
Federation of Physicians and Dentists	Physician Unit	93	9	9.7%	84	90.3%
	Supervisory Non-Professional Unit	954	6	0.6%	948	99.4%
	SES Attorneys	696	3	0.4%	693	99.6%
	<b>Total</b>	<b>1,743</b>	<b>18</b>	<b>1.0%</b>	<b>1,725</b>	<b>99.0%</b>
Florida Nurses Association	Professional Health Care	2,294	112	4.9%	2,182	95.1%
Florida State Fire Service Association	Fire Service	533	132	24.8%	401	75.2%
Fraternal Order of Police	Special Agent	270	98	36.3%	172	63.7%
Police Benevolent Association	Law Enforcement	1,088	490	45.0%	598	55.0%
	Security Services	14,685	5,559	37.9%	9,126	62.1%
	Florida Highway Patrol	1,591	978	61.5%	613	38.5%
	<b>Total</b>	<b>17,364</b>	<b>7,027</b>	<b>40.5%</b>	<b>10,337</b>	<b>59.5%</b>
<b>Grand Total</b>		<b>64,126</b>	<b>8,837</b>	<b>13.8%</b>	<b>55,019</b>	<b>85.8%</b>



# Snapshot of Articles Negotiated for FY 2022-2023

**The State of Florida and the American Federation of State,  
County and Municipal Employees AFL-CIO (AFSCME)  
Administrative and Clerical, Operational Services, Human Services, and  
Professional Units  
FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

## **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

## **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Health Insurance (Employee Premiums 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 16 – Vacant (Union proposed to repurpose as “Telecommuting”)

Article 25 – Wages

**The following article(s) were opened by the Union and subsequently withdrawn; article(s) will remain Status Quo:**

Article 8 – Workforce Reduction

## **REFERENCE**

A copy of the current AFSCME Master Contract (Four Units) can be found at the following link:

[AFSCMEMasterContractEffective7-1-21--6-30-23.pdf \(myflorida.com\)](#)



**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79**  
**Units: Human Services, Professional, Operational Services and Administrative**  
**and Clerical - State Personnel System**  
**Current Three-Year Contract Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 5, 2022**  
**Fiscal Year 2022-2023 Reopener Contract Negotiations**  
*Negotiations are limited to 3 Articles plus Wages and Insurance Benefits*  
**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
8 - Workforce Reductions (continued from above)	11/10/21: Counter Proposal of Status Quo.	(continued from above)  Adds new Section 3 - Recall Rights, which stipulates "During the twelve months following the date an employee is laid off, the employee shall be offered any position for which the employee is qualified within the agency and region that initiated the lay-off."  Renumbers Sections 3 and 4 to reflect Sections 4 and 5 respectively.  1-5-22: Withdrew Proposal.	This language would create an absolute right to a vacancy and places significant administrative burden on the agencies to determine whether employees have already exercised their recall rights at one of the other agencies.  The "recall" concept was eliminated and replaced with the opportunity for a first interview after the 1998-2001 Contract, in compliance with the Service First statutory changes made in 2001.  Recall was eliminated to provide agencies with more flexibility to select the best candidate to fill a particular vacancy.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
16 - Vacant (continued from above)	11/10/21: Counter Proposal of Status Quo.	(continued from above)  Section 3 provides "Telecommuting programs shall be conducted accordance with Florida Statute 110.171."  1/5/22: Removed and replaced all language with: "Telecommuting shall be conducted in accordance with Florida Statute 110.171 which may be found at the following link:". Proposal included a link to the Statute.	While this provision may be intended to ensure the Contract is not in conflict with the statute, it is ineffective in that the proposed Contract language does not comport with s. 110.171, F.S.











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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, employees shall be provided the following pay increases:  (A) Department of Juvenile Justice  Employees in the following classes shall be provided an increase to bring their respective salary to the new minimum base salary of:  (1) Juvenile Detention Officer I (5711) and Juvenile Detention Officer II (5712) to \$35,360 (2) Juvenile Probation Officer (5965) and Senior Juvenile Probation Officer (5966) to \$39,520  (continued below)		OPB Cost Analysis (requested by AFSCME): Section 5(A) - \$10.7 Million







**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79**  
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**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  (E) Department of Revenue, General Tax Program  Employees in the following classes shall be provided an increase to bring their respective salary to the median annual salary of:  (1) Revenue Specialist I (1699) to \$29,280 (2) Revenue Specialist II (1700) to \$31,242 (3) Revenue Specialist III (1701) to \$33,204 (4) Tax Specialist I (1703) to \$41,196 (5) Tax Specialist II (1704) to \$43,416 (6) Tax Auditor I (1503) to \$40,284 (7) Tax Auditor II (1506) to \$41,496  (continued below)		OPB Cost Analysis (requested by AFSCME): Section 5(E) - \$11.6 Million

**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79**  
**Units: Human Services, Professional, Operational Services and Administrative**  
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**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  (8) Tax Auditor III (1509) to \$45,636 (9) Tax Auditor IV (1510) to \$51,516 (10) Tax Auditor V (1511) to \$58,644  (F) Agency for Health Care Administration  Employees in the following classes shall be provided a competitive pay adjustment to increase their current base rate of pay by the corresponding percentages:  (1) 5% to Administrative Assistant I (0709) (2) 5% to Administrative Assistant II (0712) (3) 5% to Administrative Secretary (0108)		OPB Cost Analysis (requested by AFSCME): Section 5(F) - \$374,000
(continued below)	(continued below)		



**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79**  
**Units: Human Services, Professional, Operational Services and Administrative**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)		1/5/22: Revises Section 5 - Competitive Pay Adjustments to the 10/4/21 Proposal to provide a pay adjustment of 4.5% to all eligible employees June 30, 2022 base rate of pay, effective July 1, 2022.	OPB Cost Analysis: \$107 Million - Calculation is based on a 4.5% increase for CBUs 01, 02, 03, and 05, including benefits on 57,504 FTE for 12 months. People First data as of December 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.

**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79**  
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**Shaded = Tentative Agreement or Withdrawn**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Health Insurance	<p>10/4/21: No Proposal.</p> <p>12/9/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, the State proposes that benefits and employee share of premiums for the State Employees Group Health Insurance Plans shall remain unchanged for Fiscal Year 2022-2023.</p>	<p>10/4/2021: Proposes that premiums and benefits remain at the same levels as the 2021-22 Contract year.</p> <p>1/5/22: No Revised Proposal.</p>	<p>1/5/22: Union tentatively agreed to State's Proposal of 12/9/21.</p>

**Article 16**  
**VACANT**

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector Ramos  
Chief Negotiator

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Date

Article 16

TELECOMMUTING

Telecommuting shall be conducted in accordance with Florida Statute 110.171 which may be found at the following link:

<https://www.flsenate.gov/laws/statutes/2011/110.171>.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida, Council 79

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Date

**Article 25  
WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full-time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Pay Adjustments**

In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, employees shall be provided the following pay increases:

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Hector Ramos  
Chief Negotiator

\_\_\_\_\_  
Date

**(A) Department of Juvenile Justice**

Employees in the following classes shall be provided an increase to bring their respective salary to the new minimum base salary of:

- (1) Juvenile Detention Officer I (5711) and Juvenile Detention Officer II (5712) to \$35,360
- (2) Juvenile Probation Officer (5965) and Senior Juvenile Probation Officer (5966) to \$39,520

**(B) Department of Children and Families, Children Legal Services**

Employees in the following classes shall be provided an increase to bring their respective salary to the new minimum base salary of:

- (1) Paralegal Specialist (7703) to \$37,000
- (2) Government Operations Consultant I (2234) to \$40,000

**(C) Department of Revenue, Child Support Program**

Employees in the following classes shall be provided a \$2.50 per hour pay increase:

- (1) Revenue Specialist I (1699)
- (2) Revenue Specialist II (1700)
- (3) Revenue Specialist III (1701)
- (4) Operations Analyst I (2209)
- (5) Quality Control Analyst (5890)
- (6) Legal Assistant (3126)
- (7) Operations Analyst II (2212)

**(D) Department of Revenue, Property Tax Oversight Program**

Employees in the following classes shall be provided a salary market adjustment to bring their respective salary to the new median annual salary of:

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Hector Ramos  
Chief Negotiator

\_\_\_\_\_  
Date

- (1) Appraiser II (4472) to \$45,281
- (2) Appraiser Specialist (4473) to \$49,815
- (3) Senior Appraiser (4461) to \$61,724

**(E) Department of Revenue, General Tax Program**

Employees in the following classes shall be provided an increase to bring their respective salary to the median annual salary of:

- (1) Revenue Specialist I (1699) to \$29,280
- (2) Revenue Specialist II (1700) to \$31,242
- (3) Revenue Specialist III (1701) to \$33,204
- (4) Tax Specialist I (1703) to \$41,196
- (5) Tax Specialist II (1704) to \$43,416
- (6) Tax Auditor I (1503) to \$40,284
- (7) Tax Auditor II (1506) to \$41,496
- (8) Tax Auditor III (1509) to \$45,636
- (9) Tax Auditor IV (1510) to \$51,516
- (10) Tax Auditor V (1511) to \$58,644

**(F) Agency for Health Care Administration**

Employees in the following classes shall be provided a competitive pay adjustment to increase their current base rate of pay by the corresponding percentages:

- (1) 5% to Administrative Assistant I (0709)
- (2) 5% to Administrative Assistant II (0712)
- (3) 5% to Administrative Secretary (0108)
- (4) 15-24% to Architect (4518)
- (5) 10-14% to Architect Intern (4517)
- (6) 16-34% to Engineering Specialist III (4633)
- (7) 17-32% to Professional Engineer II (4600)

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector Ramos  
Chief Negotiator

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Date

**SECTION 5 - 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 2022-2023 General Appropriations Act.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector Ramos  
Chief Negotiator

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Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with authority provided in the Fiscal Year ~~2021-2022~~ **2022-2023** General Appropriations Act.

**SECTION 2 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2021-2022~~ **2022-2023**, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized 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.

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

Permanent Career Service employees may 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 Section 8 of the General Appropriations Act for Fiscal Year ~~2021-2022~~ **2022-2023**, 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 5 – Competitive Pay Adjustments**

**In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023,**

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**effective July 1, 2022, all eligible employees shall receive a pay adjustment of 4.5 percent (4.5%) based on the employees' June 30, 2022, base rate of pay.**

SECTION 6 – Pay Adjustments In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, employees shall be provided the following pay increases:

(A) Department of Juvenile Justice

Employees in the following classes shall be provided an increase to bring their respective salary to the new minimum base salary of:

- (1) Juvenile Detention Officer I (5711) and Juvenile Detention Officer II (5712) to \$35,360
- (2) (2) Juvenile Probation Officer (5965) and Senior Juvenile Probation Officer (5966) to \$39,520

(B) Department of Children and Families, Children Legal Services

Employees in the following classes shall be provided an increase to bring their respective salary to the new minimum base salary of:

- (1) Paralegal Specialist (7703) to \$37,000
- (2) Government Operations Consultant I (2234) to \$40,000

(C) Department of Revenue, Child Support Program

Employees in the following classes shall be provided a \$2.50 per hour pay increase:

- (1) Revenue Specialist I (1699)
- (2) Revenue Specialist II (1700)
- (3) Revenue Specialist III (1701)
- (4) Operations Analyst I (2209)
- (5) Quality Control Analyst (5890)

**For the State**

**For AFSCME**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

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Date

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Date

- (6) Legal Assistant (3126)
- (7) Operations Analyst II (2212)

(D) Department of Revenue, Property Tax Oversight Program

Employees in the following classes shall be provided a salary market adjustment to bring their respective salary to the new median annual salary of:

- (1) Appraiser II (4472) to \$45,281
- (2) Appraiser Specialist (4473) to \$49,815
- (3) Senior Appraiser (4461) to \$61,724

(E) Department of Revenue, General Tax Program

Employees in the following classes shall be provided an increase to bring their respective salary to the median annual salary of:

- (1) Revenue Specialist I (1699) to \$29,280
- (2) Revenue Specialist II (1700) to \$31,242
- (3) Revenue Specialist III (1701) to \$33,204
- (4) Tax Specialist I (1703) to \$41,196
- (5) Tax Specialist II (1704) to \$43,416
- (6) Tax Auditor I (1503) to \$40,284
- (7) Tax Auditor II (1506) to \$41,496
- (8) Tax Auditor III (1509) to \$45,636
- (9) Tax Auditor IV (1510) to \$51,516
- (10) Tax Auditor V (1511) to \$58,644

(F) Agency for Health Care Administration

Employees in the following classes shall be provided a competitive pay adjustment to increase their current base rate of pay by the corresponding percentages:

- (1) 5% to Administrative Assistant I (0709)

**For the State**

**For AFSCME**

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Michael Mattimore  
State's Chief Labor Negotiator

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

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Date

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Date

AFSCME  
UNION Proposal – Article 25  
Fiscal Year 2022-23  
DATE: January 5, 2022  
Page 4 of 4

- (2) 5% to Administrative Assistant II (0712)
- (3) 5% to Administrative Secretary (0108)
- (4) 15-24% to Architect (4518)
- (5) 10-14% to Architect Intern (4517)
- (6) 16-34% to Engineering Specialist III (4633)
- (7) 17-32% to Professional Engineer II (4600)

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

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Date

**AFSCME Unit CBUs 01, 02, 03, and 05 Proposals with Fiscal Impact  
Fiscal Year 2022-2023**

Union/Issue	Estimated Cost	Comments
<b>Article 25 - Section 2:</b> Provides an additional temporary special duties pay additive up to 15% of the employees' base rate for employees required to work during a period of time in an area closed due to emergency conditions.	Indeterminate	No information available on closed areas due to emergency conditions.
<b>Article 25 Section 3:</b> Provides employees the option of receiving 24 hours of unused annual leave each December in the form of a cash payout, subject to and in accordance with 110.219(7), F.S.	Indeterminate	Optional
<b>Article 25 Section 4:</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 5:</b> Provides eligible employees with a 4.5 percent (4.5%) pay increase to their base rate of pay effective July 1, 2022.	\$107 Million	Calculation is based on a 4.5% increase for CBUs 01, 02, 03 and 05, including benefits on 57,504 FTE for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.
<b>Article 25 - Section 6 (A):</b> Provides a new minimum base salary for (1) Juvenile Detention Officer I - Class Code 5711 and Juvenile Detention Officer II - Class Code 5712 to \$35,360; for (2) Juvenile Probation Officer - Class Code 5965 and Senior Juvenile Probation Officer - Class Code 5966 to \$39,520 with the Department of Juvenile Justice for Fiscal Year 2022-23.	\$12 Million	Calculation is based on 1,739 FTE that met the criteria for CBUs 01, 02, 03, and 05 request for the Department of Juvenile Justice. The base salary rate was adjusted for Juvenile Detention Officer I and II to \$35,360 and Juvenile Probation Officer and Senior Juvenile Probation Officer to \$39,520 including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.
<b>Article 25 - Section 6 (B):</b> Provides a new minimum base salary for (1) Paralegal Specialist - Class Code 7703 to \$37,000; (2) Government Operations Consultant I - Class Code 2234 to \$40,000 with the Department of Children and Families, Children Legal Services for Fiscal Year 2022-23.	\$1.8 Million	Calculation is based on 218 FTE that met the criteria for CBUs 01, 02, 03, and 05 request for the Department of Children and Families, Children Legal Services. The base salary rate was adjusted to \$37,000 for Paralegal Specialist and \$40,000 for Government Operations including benefits for 12 months. PeopleFirst data as of December 2021 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 6 (C):</b> Provides a \$2.50 per hour pay increase to the base salary rate for (1) Revenue Specialist I - Class Code 1699; (2) Revenue Specialist II - Class Code 1700; Revenue Specialist III - Class Code 1701; Operations Analyst I - Class Code 2209; Quality Control Analyst - Class Code 5890; Legal Assistant - Class Code 3126; and Operations Analyst II - Class Code 2212 with the Department of Revenue, Child Support Program for Fiscal Year 2022-23.	\$12.1 Million	Calculation is based on 2,317 FTE that met the criteria for the Department of Revenue CBUs request within the Child Support Program. The base salary rate was adjusted for a \$2.50 per hour pay increase to the base rate of pay for Revenue Specialist I; Revenue Specialist II; Revenue Specialist III; Operations Analyst; Quality Control Analyst; Legal Assistant and Operations Analyst II including benefits for 12 months. PeopleFirst data as of December 2021 transferred from LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.
<b>Article 25 - Section 6 (D):</b> Provides a salary market adjustment to the new median annual salary for (1) Appraiser II - Class Code 4472 to \$45,281; (2) Appraiser Specialist - Class Code 4473 to \$49,815; and (3) Senior Appraiser - Class Code 4461 to \$61,724 with the Department of Revenue, Property Tax Oversight Program for Fiscal Year 2022-23.	\$768K	Calculation is based on 70 FTE that met the criteria for the Department of Revenue CBUs request within the Property Tax Oversight Program. The base salary rate was adjusted to a new minimum rate of pay for Appraiser II to \$45,281; Appraiser Specialist to \$49,815 and Senior Appraiser to \$61,724 including benefits for 12 months. PeopleFirst data as of December 2021 transferred from LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.

**AFSCME Unit CBU's 01, 02, 03, and 05 Proposals with Fiscal Impact  
Fiscal Year 2022-2023**

Union/Issue	Estimated Cost	Comments
<p><b>Article 25 - Section 5 (E):</b> Provides a salary market adjustment to the new median annual salary for (1) Revenue Specialist I - Class Code 1699 to \$29,280; (2) Revenue Specialist II - Class Code 1700 to \$31,242; (3) Revenue Specialist III - Class Code 1701 to \$33,204; (4) Tax Specialist I - Class Code 1703 to \$41,196; (5) Tax Specialist II - Class Code 1704 to \$43,416; (6) Tax Auditor I - Class Code 1503 to \$40,284; (7) Tax Auditor II - Class Code 1506 to \$41,496; (8) Tax Auditor III - Class Code 1509 to \$45,636; (9) Tax Auditor IV - Class Code 1510 to \$51,516; and (10) Tax Auditor V - Class Code 1511 to \$58,644 with the Department of Revenue, General Tax Program for Fiscal Year 2022-23.</p>	<p>\$6.8 Million</p>	<p>Calculation is based on 1,741 FTE that met the criteria for the Department of Revenue CBU's request within the General Tax Program. The base salary rate was adjusted to a new minimum rate of pay for Revenue Specialist I to \$29,280; Revenue Specialist II to \$31,242; Revenue Specialist III to \$33,204; Tax Specialist I to \$41,196; Tax Specialist II to \$43,416; Tax Auditor I to \$40,284; Tax Auditor II to \$41,496; Tax Auditor III to \$45,636; Tax Auditor IV to \$51,516 and Tax Auditor V to \$58,644 including benefits for 12 months. PeopleFirst data as of December 2021 transferred from LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.</p>
<p><b>Article 25 - Section 5 (F):</b> Provides a competitive pay adjustment to the base rate of pay for an increase of (1) 5% - Administrative Assistant I - Class Code 0709; (2) 5% - Administrative Assistant II - Class Code 0712; (3) 5% - Administrative Secretary - Class Code 0108; (4) 15-24% - Architect - Class Code 4518; (5) 10-14% - Architect Intern - Class Code 4517; (6) 16-34% Engineering Specialist III - Class Code 4633 and; (7) 17-32% - Professional Engineer II - Class Code 4600 for the Agency for Health Care Administration for Fiscal Year 2022-23.</p>	<p>\$374K</p>	<p>Calculations is based on 95 FTE that met the criteria for the Agency for Health Care Administration CBU's request. The base salary rate was adjusted by a 5% increase for Administrative Assistant I, Administrative Assistant II and Administrative Secretary ; 15% increase for Architect; 10% Architect Intern; and 16% Engineering Specialist III; 17% Professional Engineer II including benefits for 12 months. PeopleFirst data as of December 2021 transferred from LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.</p>



## The State of Florida and the Florida Nurses Association Professional Health Care Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 7 – Disciplinary Action

Article 23 – Hours of Work/Compensatory Time

Article 25 – Wages

Article 26 – Differential Pay

### **REFERENCE**

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

[FNA – Professional Health Care Unit FY 2021-2022 Reopener Agreement](#)



**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: December 13, 2021**  
**Fiscal Year 2022-2023 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
23 - Hours of Work/Compensatory Time	09/30/21: No Proposal.	9/30/21: Adds new Section 6 - Work During Emergency Conditions and Holidays. This language includes disaster pay and other provisions for work during emergency conditions; work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday work week or pay period. Includes language that the union representatives shall have the opportunity to consult with each agency about the agency's emergency comprehensive plan with regard to compensation and overtime pay during declared emergencies.	9/30/21: The proposed language mirrors the Union's proposal of the last six fiscal years. When this proposal was first raised during 2016-2017 negotiations, the parties ultimately agreed to provide for payment of special compensatory leave earned but not used while working during office closures and on holidays. That provision, in line with terms provided to other units, took effect 11/1/17 and remains in the current agreement.
(continued below)	(continued below)	(continued below)	(continued below)



**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: December 13, 2021**  
**Fiscal Year 2022-2023 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	9/30/21: No Proposal.	9/30/21: Proposes effective July 1, 2022 a one-time bonus of \$1,000.00 for members of the bargaining unit in recognition of their selfless "front-line" efforts dealing with the COVID-19 pandemic.  Revises Section 1: to provide all health care professionals an across the board increase of five percent (5%) effective the first pay period in July 2022.	OPB Cost Analysis: \$14.89 Million - Calculated \$1,000 bonus and a 5% pay adjustment for all positions effective July 1, 2022. Increase applied to 4,648.20 FTE. Amount includes retirement/FICA impacts.
(continued below)	(continued below)	(continued below)	(continued below)





**Florida Nurses Association (FNA)**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: December 13, 2021**  
**Fiscal Year 2022-2023 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)	<p>(continued from above)</p> <p>Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2022-23, and upon approval of the agency head, each agency shall make adjustments to address the resultant compression, retention, or pay inequities. The agencies shall consider the salary levels closest to the new minimum wage to ensure adequate ratios between pay classes, between salaries of newer employees to longer-term employees in the same type of positions, and between employees' salaries and the salaries of immediate and next-level supervisors, and any other resulting pay inequities.</p> <p>As authorized by Florida Statute 110.2035(7), Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year 2022-2023 General Appropriations Act, the State will administer pay additives to eligible members of the bargaining unit.</p>		



**Article 7**  
**DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in her current position may be disciplined (reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal) only for just cause as provided in section 110.227, F.S., and Rule 60L-36.005, F.A.C. Cause shall include, but is not limited to, poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime.

(B) A reduction in base pay that is required by the State Personnel System Rules shall not be grievable. Oral reprimands shall not be grievable. Written reprimands shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in her current position; the decision is final and binding at Step 2.

(C) An employee with permanent status in her current position may file, by personal delivery or by certified mail, return receipt requested, an appeal of a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal with the Public Employees Relations Commission within 21 days following the date of receipt of notice of such action from the agency, under the provisions of section 110.227(5) and (6), F.S. In the alternative, such personnel actions may be grieved through the Arbitration Step, without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement.

(D) An agency may deduct special compensatory leave from an employee's leave balance equal to the length of a disciplinary suspension in lieu of the employee serving the suspension. The agency has sole discretion in making such determination. If the employee does not have sufficient special compensatory leave to cover the entire suspension period, the agency shall deduct annual leave to cover the remaining portion of the suspension. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(E) An employee who has not attained permanent status in her current position shall not have access to the grievance procedure in Article 6 when disciplined.

**For the State**

**For FNA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Don Slesnick  
Chief Negotiator

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Date

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Date

(F) Each employee shall be furnished a copy of all disciplinary actions placed in their official personnel file and shall be permitted to respond thereto.

(G) The state will make a good faith effort to initiate disciplinary actions within 60 days from the date of actual knowledge by the person having the authority to initiate discipline of the event giving rise to the disciplinary action. If circumstances necessitate a longer period, except in the case of a criminal investigation, disciplinary actions must be initiated within 120 days of the event giving rise to the disciplinary action.

(H) The state is to consider the facts and circumstances related to the act or omission on which employee discipline is based, as well as the period over which any prior discipline of the employee has taken place, in determining the level of discipline to be imposed.

(I) An employee may request that an Association Staff Representative or Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the meeting.

(J) Except in extraordinary situations, an employee who has permanent status in her current position shall be given notice of proposed suspension or dismissal in accordance with Rule 60L-36, F.A.C. and section 110.227(5)(a), F.S. Such notice shall include a statement of facts in support of the proposed suspension or dismissal. When the employee requests a conference to explain or refute the charges made against the employee, the conference shall be conducted in accordance with the provisions of Rule 60L-36, F.A.C., and section 110.227(5)(a), F.S.

(K) Each agency will make a good faith effort to have a review by an appropriate health care professional, licensed health care risk manager, or an appropriate internal reviewing body, prior to taking disciplinary action against an employee when the medical or professional competence of the employee is questioned.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For FNA**

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Don Slesnick  
Chief Negotiator

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Date

#### ARTICLE 7 (L)

When an Employee covered by this Collective Bargaining Agreement is considered for disciplinary action pursuant to Section 110.227 Florida Statutes, Rule 60L-36.005 Florida Administrative Code or Departments Discipline Policy and a proposed disciplinary letter is issued to said employee and contains historical references to previous discipline as aggravating circumstances (except for counseling which are by Rule not discipline), the document must also contain historical references to any mitigating circumstances on behalf of the employee such as Meets Expectations and Above Expectations or higher performance appraisals, commendations, and accolades received by the employee.

**Article 23**  
**HOURS OF WORK / COMPENSATORY TIME**

**SECTION 1 – Workweek/Compensatory Time**

(A) The workweek for each full-time employee shall be 40 hours unless the employee is on an agency established extended work period.

(B) Work beyond the normal workweek shall be recognized in accordance with Rule 60L-34, F.A.C.

(C) Excluded employees who are required to work in excess of the hours of the regular work period or an agency established extended work period will earn regular compensatory leave credits on an hour-for-hour basis. In accordance with the provisions of Rule 60L-34.0043(5), F.A.C., and an agency’s approved Regular Compensatory Leave Payment Plan, excluded employees who are directed to work hours in excess of the regular work period or an approved extended work period due to extraordinary circumstances may be paid for the excess hours worked provided funds are available for such payment. The excess hours worked shall be rounded to the nearest quarter hour based on the actual time the employee was required to work.

(D) The Association 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.

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will 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 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

**For the State**

**For FNA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Don Slesnick  
Chief Negotiator

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Date

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compensatory leave” credits at the close of business on December 31 and June 30, or other dates approved by the Department of Management Services, shall be paid for at the employee’s regular hourly rate in accordance with Rule 60L-34, F.A.C. as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

**SECTION 2 – Rest Periods**

Whenever practicable, employees’ daily work schedules will provide for a 15-minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such a one-half shift. The state, however, shall vary the scheduling of such period when the demands of work so require. No supervisor shall unreasonably deny an employee a rest period as provided herein.

**SECTION 3 – Flextime**

A full-time employee may request approval of a variable work schedule under an agency’s family support personnel policies. If the employee requests a regular schedule of more or less than an eight-hour workday, approval may be requested in accordance with the provisions of Rule 60L- 34, F.A.C.

**SECTION 4 – Work Schedule**

(A) Except in emergency situations, normal work schedules showing the employees’ shifts, workdays, and hours will be posted on applicable bulletin boards no less than 10 calendar days in advance and will reflect at least a one-month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the state, employees may mutually agree to exchange days or shifts on a temporary basis.

(1) The state will make a good faith effort to equalize required shift rotation and weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations.

(2) When an employee’s shift has been changed, the state will make a good faith effort to schedule the employee to be off work for a minimum of two shifts.

(3) Except in emergencies, employees will not be required to work more than

**For the State**

**For FNA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Don Slesnick  
Chief Negotiator

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Date

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Date

two different shifts in a workweek.

- (4) The state will attempt to grant at least two weekends off per month.

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

(A) Earning of Special Compensatory Leave Credits. Special compensatory leave credits may be earned only in the following instances:

(1) By an employee in the career service for work performed on a holiday as defined in section 110.117, F.S., or for work performed during a work period that includes a holiday, as provided by the Rules of the State Personnel System.

(2) For work performed in the employee’s assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

(B) General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044, F.A.C.

(1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:

(a) Regular compensatory leave credits.

(b) 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.

(2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned on or after November 1, 2017.

(1) Special compensatory leave credits earned, as described in subsection

**For the State**

**For FNA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Don Slesnick  
Chief Negotiator

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Date

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Date

(A)(1), on or after November 1, 2017, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee’s current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2017, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee’s current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2017, to be used within the time limits specified in subsections (C)1 and (C)2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee’s current regular hourly rate of pay.

(D) Pay Provision for Special Compensatory Leave.

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to October 9, 2012 (Leave Type 0055);

(b) Special compensatory leave credits earned after November 1, 2017 that have not yet been paid pursuant to Section 6(C)(3) of this Article.

(2) When the employee transfers to another Career Service collective bargaining unit within the agency, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.

(3) Such credits shall be paid at the employee’s current regular rate of pay.

(4) Any special compensatory leave hours earned prior to November 1, 2017 that were forfeitable under the provisions of previous contracts or agreements remain forfeitable upon expiration of the applicable time periods and are not eligible for payment.

**For the State**

**For FNA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Don Slesnick  
Chief Negotiator

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Date

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Date

# The State of Florida

and

## Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO

### Union Contract Proposals: September 30, 2021

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

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

When, pursuant to the Personnel Rules, an employee is determined to be necessary for providing essential services in those facilities which have been closed under Executive order for emergency conditions or; is required to work on an observed holiday; or, is required to work extra hours during a holiday work week or pay period, the employee shall be compensated as described below. Compensation and any leave usage or credit shall be determined at the end of the 40 hour work week for included employees and pay period for excluded employees on an hour-for-hour basis.

(A) Work during declared emergency conditions by Executive Order:

- (1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.
- (2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.
- (3) At the end of the work week or pay period, as appropriate, employees shall be compensated in the following order:
  - (a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the work week or pay period, employees will be compensated for all overtime earned;
  - (b) If the hours actually worked are still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:
    1. Any annual leave, sick leave, or regular compensatory leave had been approved;

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

(c) In addition to the above, the employee providing essential services shall receive disaster compensation to be paid at the employee's current regular hourly rate of pay for each hour worked while the facility is closed by order of the Governor, regardless of whether overtime was earned or leave used during the work week or pay period.

(B) Work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday work week or pay period:

(1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order, would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed.

(2) An employee required to work on a holiday **or weekend, shall be considered "included" under the provisions of the Fair Labor Standards Act and thus eligible for overtime pay** equal to the time worked on the holiday. If the holiday falls on an established workday of less than 8 hours, the employee will be eligible for an 8-hour holiday.

(3) An employee, required to work extra hours during a holiday work week, or pay period, shall be eligible for special compensatory leave equal to the number of extra hours worked.

(4) At the end of the work week or pay period, as appropriate, the employee shall be compensated in the following order:

(a) The employee shall first be credited with time actually worked;

(b) Eligible special compensatory hours during the work week/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the work week/pay period. Any remaining eligible special compensatory leave hours shall be converted to special compensatory leave credits;

(c) If the employee is still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:

1. Any annual leave, sick leave, or regular compensatory leave that had been approved;

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.
- (C) Administrative leave shall not count as hours worked for overtime purposes.
- (D) The representatives of the Association shall have the opportunity to consult with each agency employing unit members on the Agency's Emergency Comprehensive Plan with regard to compensation and overtime pay during declared emergencies. Benefits provided for in an agency's Emergency Comprehensive Plan as a result of the consultation may differ from the terms of this section.

### **New Section 7- Department of Health Employees and Emergency/Disaster Compensation**

- (A) The Florida Nurses Association (herein the "FNA") and the State of Florida desire to recognize the sacrifices of those employees who serve in the capacity of health care professionals during a declared emergency. The provisions of this section apply to this Unit's professional health care employees who are employees of the State of Florida Department of Health.
- (B) When health care professional employees in the Department of Health are deployed to perform services during a declared emergency, but their regular work location is not closed, the following compensation arrangement will be implemented:
- (1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.
  - (2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.
  - (3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of health care and assistance during the emergency or disaster, involving an increase in "included" type duties.
  - (4) Employees who work at their home agency work location or whose home agency work location is closed as a result of a declared emergency or disaster will not be considered "included" but rather will continue to be compensated in accordance with this agreement.
  - (5) The ability to provide this compensation is in furtherance of the existing policies on connecting employees to included status on a temporary basis in these circumstances.
- (C) An alleged violation of the provisions of this section can be grieved in accordance with the grievance and arbitration process included in Article 6, Grievance Procedure, of this agreement.

**Article 25**  
**WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – 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 2022-2023 General Appropriations Act.

**For the State**

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

\_\_\_\_\_  
Date

**For FNA**

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

\_\_\_\_\_  
Date

**Article 26**  
**DIFFERENTIAL PAY**

(A) A shift differential in the amount of \$1.00 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 5:00 p.m. and 6:00 a.m.

(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 per hour may be paid when the criteria in (A) above are met and where the local competitive conditions justify a higher shift differential.

**For the State**

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

\_\_\_\_\_  
Date

**For FNA**

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

\_\_\_\_\_  
Date

## **Article 25: Wages**

**Section 1-** Effective July 1, 2022, 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.

All Health Care Professionals will receive an across the board increase of **five percent (5%)** effective the first pay period in July 2022.

### **New 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 amend its wage proposal upon the issuance of the Governor’s proposed budget and to open one additional Article for modification as provided for by the terms of Article 35.**

**State Health Care Professional Collective Bargaining Unit - FNA (04)  
Fiscal Year 2022-23 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, 2022. Across the board pay increase of 5% effective the first pay period in July 2022.</p>	<p>Total \$14.89 Million Bonuses only \$3.39 Million</p>	<p>Downloaded all positions for CBU 04 that are transferred into LAS/PBS from PeopleFirst weekly. Calculated \$1,000 bonus and a 5% pay adjustment for all positions effective July 1, 2022. Increase applied to 4,648.20 FTE. Amount includes retirement/FICA impacts.</p>
<p><b>Article 25, Section 6:</b> Pay increase based on tenure: 15 years or more to receive a 3% increase; 10 years or more to receive a 2% increase; 5 years or more to receive a 1% increase</p>	<p>\$2.15 Million</p>	<p>Using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of June 30, 2022 to capture the anniversary dates through out the fiscal year (if the employee had a hire date of 6/30/2017, they would reach 5 years on 6/30/22, though the total includes the 1% for an entire year). Applied the 1%, 2%, or 3% based on those years of service (5-9 years = 1%, 10-14 years = 2%, and 15 or more years = 3%). Increase applied to 1,369.60 FTE. The salary rate used as the basis of the calculation was after the 5% from Section 1 was calculated. Amount includes retirement/FICA impacts</p>
<p><b>Article 26:</b> \$5 increase in the hourly pay employee's working an evening or night shift.</p>	<p>Indeterminate</p>	



## Snapshot of Articles Negotiated for FY 2022-2023

### The State of Florida and the Florida State Lodge Fraternal Order of Police Special Agent Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year due to their fiscal impact.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 Agent Unit FY 2021-2022 Reopener Agreement](#)



**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 4, 2022**  
**Fiscal Year 2022-2023 Re-opener 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	10/11/21: No proposal	<p>10/11/21: Sections 1 - 3: Union proposes Status Quo for Fiscal Year 2022-2023, regarding recurring pay provisions in accordance with the General Appropriations Act.</p> <p>The Union proposes a new Section 4 - Special Agent Recruitment and Retention Plan. The new section proposes that "Consistent with the Department's 2022-2023 Legislative Budget Request and contingent upon the availability of funds provided in the Fiscal Year 2022-2023 General Appropriations Act, the proposed plan increases the base pay for special agents from \$45,820 to \$58,000 and defines a formal step plan providing salary adjustments. The table below highlights the proposed pay structure."            (The table provides for adjustments based on length of service of two to four years; four to six years; and six to eight years.)</p>	<p>OPB Cost Analysis: Indeterminate.</p> <p>OPB Cost Analysis: \$4.20 Million - Calculation is based on data from People First as of September 2021. A total of 325 FTE was considered in the calculation; however, only 280 FTE met the criteria, the remaining 45 FTE already had a salary greater than \$58,000.</p> <p>The Legislature authorizes budgets on a fiscal year basis only. Therefore, the concept of a step pay plan, where salaries are incrementally increased as years of service are accrued, is not compatible with how the State currently appropriates salaries.</p>
(continued below)	(continued below)		









**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 4, 2022**  
**Fiscal Year 2022-2023 Re-opener 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>"In accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized 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."</u>	The State's wage proposal contains a new contract provision acknowledging that all pay additives shall be applied and administered in conformance with statutory and rule requirements, and as authorized or re-authorized in the General Appropriations Act. This obviates need to articulate the deployment pay additive in the contract.

**Florida Fraternal Order of Police (FOP)  
Special Agent Unit - State Personnel System  
Current Three-Year Agreement Expires June 30, 2023  
Status of Collective Bargaining Negotiations as of: January 4, 2022  
Fiscal Year 2022-2023 Re-opener 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>12/9/21: Section 1 – State Employees Group Insurance Program</p> <p>In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, the benefits and employee share of premiums for the State Group Health Insurance Plans shall remain unchanged for Fiscal Year 2022-2023.</p> <p>Section 2 – Death In-Line-Of-Duty Benefits</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 Group Health Insurance Plan 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 FOP concerning this Section shall not be subject to the Grievance Procedure of this Agreement.</p>		12/22/21: The Union tentatively agreed to State's Proposal of 12/9/21.

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**

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

\_\_\_\_\_  
Ned D. 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**

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

\_\_\_\_\_  
Date

**For FOP**

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

\_\_\_\_\_  
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**

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

\_\_\_\_\_  
Date

**For FOP**

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

\_\_\_\_\_  
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 work period, as provided by the Fair Labor Standards Act (FLSA) Section 7(k) for law enforcement employees~~

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Rule 60L-34, Florida Administrative Code; 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 Association will cooperate to secure funds for the payment of overtime to unit employees in the situation described herein.

(C) The Association agrees to support those changes in Rule 60L-34, Florida Administrative Code 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

**For the State**

**For the FOP**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Ned D. Golden  
Chief Labor Negotiator

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Date

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Date

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. Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 34

**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.

**For the State**

**For the FOP**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Ned D. Golden  
Chief Labor Negotiator

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Date

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Date

(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**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FOP**

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Ned D. Golden  
Chief Labor Negotiator

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Date

**Article 25  
WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 20% shall be provided to the base rate of pay, as of the last day of the last completed month upon this act becoming law, of entry level sworn law enforcement employees in the classes of Special Agent Trainee (8580) and Special Agent (8581) in the Florida Department of Law Enforcement.

**For the State**

**For FOP**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – 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 2022-2023 General Appropriations Act.

**For the State**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For FOP**

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Ned D. Golden  
Staff Representative

---

Date

**Article 25  
WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Competitive Pay Adjustments**

~~In accordance with Section 8 of the Governor’s Recommended~~ Contingent upon the availability of funds provided in the General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of ~~2025~~2025% shall be provided to the base rate of pay, as of the last day of ~~the last completed month upon this act becoming law~~ Fiscal Year 2021-2022, of ~~entry level~~ sworn law enforcement employees in the classes of Special Agent Trainee (8580) and Special Agent (8581) in the Florida Department of Law Enforcement.

**For the State**

**For FOP**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – 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 2022-2023 General Appropriations Act.

**SECTION 6 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized 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.

**For the State**

**For the FOP**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Ned D. Golden  
Chief Labor Negotiator

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Date

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Date

**FOP - Special Agent Collective Bargaining Unit (10)  
Fiscal Year 2022-23 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 25 Section 1:</b> Provides employees the option of receiving 24 hours of unused annual leave each December in the form of a cash payout, subject to and in accordance with 110.219(7), F.S.	Indeterminate	Optional
<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 25 Section 3:</b> The minimum rate of pay for full-time equivalent (FTE) positions were increased to \$13 per hour, effective July 1, 2021. As a result, salary rates closest to the new minimum will need to be adjusted for compression <del>pay retention or pay inequities</del> .	\$1.5 Million	Calculation is based on 325 FTE that met the criteria statewide in CBU 10. Full-time equivalent (FTE) were adjusted for compression pay based on the \$13 per hour increase for minimum wage. PeopleFirst data as of October 2021. Includes all positions, both filled and vacant.
<b>Article 25 - Section 4:</b> Provides a competitive pay adjustment of 25% to the base rate of pay for sworn law enforcement Special Agent (class code 8580) and Special Agent (class code 8581) with the Department of Law Enforcement for Fiscal Year 2021-2022 .	\$5.9 Million	Calculation is based on a 25% increase for class codes 8580 and 8581 including benefits on 325 FTE for 12 months for the Department of Law Enforcement. PeopleFirst data as of December 2021 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 6:</b> Provides that the agency head can grant, contingent upon the availability of funds, temporary special duties pay additives of up to 15% of the employee's base rate of pay if an employee is temporarily deployed to a facility or area closed due to emergency.	Indeterminate	



**The State of Florida and the Federation of Physicians and Dentists  
State Employees Attorneys Guild  
Selected Exempt Service (SES) Attorneys Unit  
FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

## **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

## **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 19 – Insurance Benefits (Employee Premiums 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 SES Attorneys Unit agreement can be found at the following link:

<https://www.dms.myflorida.com/content/download/153475/1019931/SESAttorneysUnitReopenerAgreement.pdf>















**Federation of Physicians and Dentists (FPD)**  
**SES Attorneys Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 5, 2022**  
**Fiscal Year 2022-2023 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)		(continued from above)  Adds Section 3(C) which provides the following for employees at the Department of Business and Professional Regulation: Attorneys in Class Code 7736 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$52,000, and the Senior Attorneys in Class Code 7738 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$58,223. For employees in that class serving as Condominium Arbitration Attorneys the new minimum salary rate shall be \$60,231. Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.	OPB Cost Analysis: \$233,000 - Calculation is based on 52 FTE that met the criteria for the Department of Business and Professional Regulation (CBU 81). The base salary rate was adjusted by whichever was greater of a 4% increase or to a new minimum rate of pay for Attorney to \$52,000, Senior Attorney to \$58,223 and Condominium Arbitration Attorneys in class code 7738 to \$60,231 including benefits for 12 months. Includes all positions, both filled and vacant.



**Article 18  
WAGES**

**SECTION 1 - Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full-time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 3 – Pay Increase**

**(A) Department of Children and Families, Children Legal Services**

In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,000; and, (2) Senior Attorney (7738) to \$60,000.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

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

\_\_\_\_\_  
Date

**(B) Department of Health**

In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,500; and (2) Senior Attorney (7738) to \$67,500.

**(C) Department of Business and Professional Regulation**

In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, the Senior Attorneys in Class Code 7738 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$58,223. For employees in that class serving as Condominium Arbitration Attorneys the new minimum salary rate shall be \$60,231.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the FPD**

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Lance Geren  
Chief Negotiator

---

Date

**Article 18**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, 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 – Pay Increase**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022, base rate of pay.

**(A) Department of Children and Families, Children Legal Services**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,000; and, (2) Senior Attorney (7738) to \$63,000. Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.

**For the State**

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

\_\_\_\_\_  
Date

**For FPD / SEAG**

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

\_\_\_\_\_  
Date

**(B) Department of Health**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,500; and (2) Senior Attorney (7738) to \$67,500. Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.

**(C) Department of Business and Professional Regulation**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, the Attorneys in Class Code 7736 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$52,000, and the Senior Attorneys in Class Code 7738 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$58,223. For employees in that class serving as Condominium Arbitration Attorneys the new minimum salary rate shall be \$60,231. Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.

**For the State**

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

\_\_\_\_\_  
Date

**For FPD / SEAG**

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

\_\_\_\_\_  
Date

Attorneys Unit - CBU 81 Fiscal Year 2022-2023		
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</b> - Competitive Pay Adjustments - 4% increase effective July 1, 2022 for all eligible employees based on the employees' June 30, 2022 base rate of pay.	\$2.7 Million	Calculation is based on a 4% increase for 888 FTE that met the criteria for CBU 81. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.
<b>Article 25 - Section 3 (A)</b> : Provides a new minimum base salary for (1) Attorney - Class Code 7736 to \$52,000 and (2) Senior Attorney - Class Code 7738 to \$63,000 with the Department of Children and Families, Children Legal Services for Fiscal Year 2022-23, effective July 1, 2022. Incumbent's salary shall be increased to the new minimum or by four percent (4%), whichever is greater.	\$579K	Calculation is based on 235 FTE that met the criteria for the Department of Children and Families, Children Legal Services CBU 81 request. The base salary rate was adjusted by whichever was greater of a 4% increase or to a new minimum rate of pay for Attorney to \$52,000 and Senior Attorney \$63,000 including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.
<b>Article 25 - Section 3 (B)</b> : Provides a new minimum base salary for (1) Attorney - Class Code 7736 to \$52,500 and (2) Senior Attorney - Class Code 7738 to \$67,500 with the Department of Health for Fiscal Year 2022-23, effective July 1, 2022. Incumbent's salary shall be increased to the new minimum or by four percent (4%), whichever is greater.	\$131K	Calculation is based on 49 FTE that met the criteria for the Department of Health CBU 81 request. The base salary rate was adjusted by whichever was greater of a 4% increase or to a new minimum rate of pay for Attorney to \$52,500 and Senior Attorney \$67,500 including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.
<b>Article 25 - Section 3 (C)</b> : Provides a new minimum base salary for (1) Attorney - Class Code 7736 to \$52,000; (2) Senior Attorney - Class Code 7738 to \$58,223; and Condominium Arbitration Attorneys in Class Code 7738 are to be increased to a new minimum of \$60,231 with the Department of Business and Professional Regulation for Fiscal Year 2022-23, effective July 1, 2022. Incumbent's salary shall be increased to the new minimum or by four percent (4%), whichever is greater.	\$233K	Calculation is based on 52 FTE that met the criteria for the Department of Business and Professional Regulation CBU 81 request. The base salary rate was adjusted by whichever was greater of a 4% increase or to a new minimum rate of pay for Attorney to \$52,000, Senior Attorney to \$58,223 and Condominium Arbitration Attorneys in class code 7738 to \$60,231 including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.



## The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Physicians Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 19 – Insurance Benefits (However, Employee Premiums 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 SES Physicians Unit agreement can be found at the following link:

<https://www.dms.myflorida.com/content/download/153473/1019925/FPD-Physicians20212022ReopenerAgreement.pdf>





**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 5, 2022**  
**Fiscal Year 2022-2023 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)		1/5/22: Revises Section 3 - Competitive Pay Adjustments to provide a pay adjustment of four percent (4%) to all eligible employees' June 30, 2022, base rate of pay effective July 1, 2022.	OPB Cost Analysis: \$1 Million - Calculation is based on a 4% increase for 214 FTE that met the criteria for CBU 80. People First data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.



**Article 18**  
**WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 - Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full-time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

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

\_\_\_\_\_  
Date

**Article 18**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023, 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 – Competitive Pay Adjustments**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022 ~~2020~~, base rate of pay.

**For the State**

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

\_\_\_\_\_  
Date

**For FPD**

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

\_\_\_\_\_  
Date

**Physicians Unit - CBU 80**  
**Fiscal Year 2022-2023**

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</b> - Competitive Pay Adjustments - 4% increase effective July 1, 2022 for all eligible employees based on the employees' June 30, 2022 base rate of pay.	\$1 Million	Calculation is based on a 4% increase for 214 FTE that met the criteria for CBU 80. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.



## **Snapshot of Articles Negotiated for FY 2022-2023**

### **The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Supervisory Non-Professional Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

#### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

#### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 SES Supervisory Non-Professional Unit agreement can be found at the following link:

<https://www.dms.myflorida.com/content/download/153471/1019919/FDP-SES-SNPUFY2021-2022ReopenerAgreement.pdf>





**Federation of Physicians and Dentists (FPD)**  
**SES Supervisors Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 5, 2022**  
**Fiscal Year 2022-2023 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)		1/5/22: Revises Section 3 - Competitive Pay Adjustments to provide all eligible employees a pay adjustment of four percent (4%) pay increase based on the employee's June 30, 2022 base rate of pay effective July 1, 2022. The minimum annual full-time salary shall be \$30,000.	OPB Cost Analysis: \$2.9 Million - Calculation is based on a 4% increase for 1,543 FTE that met the criteria for CBU 86. The base salary rate was adjusted to a new minimum rate of pay to \$30,000. People First data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.



**Article 25**  
**WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full-time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

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

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, 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 – Competitive Pay Adjustments**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022, base rate of pay. The minimum annual full-time salary shall be \$30,000.

**For the State**

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

\_\_\_\_\_  
Date

**For FPD**

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

\_\_\_\_\_  
Date

**Non-Professional Supervisors - CBU 86  
Fiscal Year 2022-2023**

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</b> - Competitive Pay Adjustments - 4% increase effective July 1, 2022 for all eligible employees based on the employees' June 30, 2022 base rate of pay. New minimum annual full-time salary increase shall be \$30,000.	\$2.9 Million	Calculation is based on a 4% increase for 1,543 FTE that met the criteria for CBU 86. The base salary rate was adjusted to a new minimum rate of pay to \$30,000. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.



## The State of Florida and the Florida State Fire Service Association Fire Service Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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

Article 29 – Health and Welfare

### **REFERENCE**

A copy of the current Fire Service Unit agreement can be found at the following link:

[FSFSA – Fire Service Unit FY 2021-2022 Reopener Agreement](#)















**Florida State Fire Service Association (FSFSA)**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 3, 2022**  
**Fiscal Year 2022-2023 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)  (D) Field Representative – Fire Fighter Standards and Training (1360); Fire College Instructor Supervisor – Fire Fighter Standards and Training (1364); Field Representative Supervisor – Fire Fighter Standards and Training (1366); and Fire Protection Specialist (8804) in the Department of Financial Services.  (E) Firefighter (6411); Firefighter Supervisor (6412); Forest Ranger (7609); and Senior Forest Ranger (7610) in the Department of Military Affairs.  (F) Fire Protection Specialist (8804) in the School for the Deaf and the Blind.  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 2022-2023 General Appropriations Act.		







**Florida State Fire Service Association (FSFSA)**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 3, 2022**  
**Fiscal Year 2022-2023 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>"Notwithstanding any compensation increase of any kind provided for in this Agreement, if any current or newly hired State law enforcement employees receive compensation increases of any kind, including but not limited to, performance pay, compression pay, pay increases, retention bonuses or hiring bonuses, greater than the compensation provided to unit employees for any portion of Fiscal Year 2022 – 2023, bargaining unit employees shall receive a similar increase."</u>	The State is opposed to the inclusion of a parity clause in the contract. Parity clauses have the potential for chilling or interfering with negotiations with the comparator union and will be scrutinized by the Public Employees Relations Commission for its illegality.
27- Insurance Benefits	12/9/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, the State proposes that the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2022-2023.		12/21/21: The Union tentatively agreed to State's Proposal of 12/9/21.



**Article 25  
WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Pay Increases**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall receive a pay increase of up to \$2,500, effective July 1, 2022.

**For the State**

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

\_\_\_\_\_  
Date

**For FSFSA**

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

\_\_\_\_\_  
Date

- (A) Multi-Engine Reciprocal Aircraft Pilot (6568); Single Engine Reciprocal Aircraft Pilot (6570); Firefighter Rotorcraft Pilot (6577); Forest Ranger (7609); and Senior Forest Ranger (7610) in the Department of Agriculture and Consumer Services.
- (B) Fire Protection Specialist (8804) in the Agency for Health Care Administration.
- (C) Firefighter (6411) and Firefighter Supervisor (6412) in the Department of Children and Families.
- (D) Field Representative – Fire Fighter Standards and Training (1360); Fire College Instructor Supervisor – Fire Fighter Standards and Training (1364); Field Representative Supervisor – Fire Fighter Standards and Training (1366); and Fire Protection Specialist (8804) in the Department of Financial Services.
- (E) Firefighter (6411); Firefighter Supervisor (6412); Forest Ranger (7609); and Senior Forest Ranger (7610) in the Department of Military Affairs.
- (F) Fire Protection Specialist (8804) in the School for the Deaf and the Blind.

**SECTION 5 – 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 2022-2023 General Appropriations Act.

**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 25**  
**WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. ~~In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each~~ Each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Pay Increases**

~~In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, e~~ Employees in the bargaining unit, including employees in the following classes shall receive a pay increase of up to \$2,500, effective July 1, 2022.

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- (A) Multi-Engine Reciprocal Aircraft Pilot (6568); Single Engine Reciprocal Aircraft Pilot (6570); Firefighter Rotorcraft Pilot (6577); Forest Ranger (7609); and Senior Forest Ranger (7610) in the Department of Agriculture and Consumer Services.
- (B) Fire Protection Specialist (8804) in the Agency for Health Care Administration.
- (C) Firefighter (6411) and Firefighter Supervisor (6412) in the Department of Children and Families.
- (D) Field Representative – Fire Fighter Standards and Training (1360); Fire College Instructor Supervisor – Fire Fighter Standards and Training (1364); Field Representative Supervisor – Fire Fighter Standards and Training (1366); and Fire Protection Specialist (8804) in the Department of Financial Services.
- (E) Firefighter (6411); Firefighter Supervisor (6412); Forest Ranger (7609); and Senior Forest Ranger (7610) in the Department of Military Affairs.
- (F) Fire Protection Specialist (8804) in the School for the Deaf and the Blind.

**SECTION 5 – 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 2022-2023 General Appropriations Act.

**SECTION 6 – Compensation Parity**

Notwithstanding any compensation increase of any kind provided for in this Agreement, if any current or newly hired State law enforcement employees receive compensation increases of any kind, including but not limited to, performance pay, compression pay, pay increases, retention bonuses or hiring bonuses, greater than the compensation provided to unit employees for any portion of Fiscal Year 2022 – 2023, bargaining unit employees shall receive a similar increase.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The Florida State Fire Service Association - CBU 11 Wage Proposals  
FY 2022-23**

Union/Issue	Estimated Cost	Comments
<b>Article 25 Section 1:</b> Provides employees the option of receiving 24 hours of unused annual leave each December in the form of a cash payout, subject to and in accordance with 110.219(7), F.S.	Indeterminate	Optional
<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 25 Section 3:</b> The minimum rate of pay for full-time equivalent (FTE) positions were increased to \$13 per hour, effective July 1, 2021. As a result, salary rates closest to the new minimum will need to be adjusted for compression pay, retention or pay inequities.	\$860K	Calculation is based on 614 FTE that met the criteria statewide in CBU 11 request. Full-time equivalent (FTE) were adjusted for compression pay based on the \$13 per hour increase for minimum wage. PeopleFirst data as of October 2021. Includes all positions, both filled and vacant.
<b>Article 25 Section 4:</b> Provides eligible employees with a pay increase of \$2,500, including the following class codes; (A) Multi-Engine Reciprocal Aircraft Pilot (6568), Single Engine Reciprocal Aircraft Pilot (6570), Firefighter Rotorcraft Pilot (6577), Forest Ranger (7609), and Senior Forest Ranger (7610) in the Department of Agriculture and Consumer Services; (B) Fire Protection Specialist (8804) in the Agency for Health Care Administration; (C) Firefighter (6411) and Firefighter Supervisor (6412) in the Department of Children and Families; (D) Field Representative - Fire Fighter Standards and Training (1360); Fire College Instructor Supervisor - Fire Fighter Standards and Training (1364), Field Representative Supervisor - Fire Fighter Standards and Training (1366), and Fire Protection Specialist (8804) in the Department of Financial Services; (E) Firefighter (6411), Firefighter Supervisor (6412), Forest Ranger (7609), and Senior Forest Ranger (7610) in the Department of Military Affairs; and (F) Fire Protection Specialist (8804) in the School for the Deaf and Blind, effective July 1, 2022.	\$2 Million	Calculation is based on 614 FTE that met the criteria statewide in CBU 11 request. Full-time equivalent (FTE) were adjusted for a pay increase of \$2,500, including class codes (A) Multi-Engine Reciprocal Aircraft Pilot (6568), Single Engine Reciprocal Aircraft Pilot (6570), Firefighter Rotorcraft Pilot (6577), Forest Ranger (7609), and Senior Forest Ranger (7610) in the Department of Agriculture and Consumer Services; (B) Fire Protection Specialist (8804) in the Agency for Health Care Administration; (C) Firefighter (6411) and Firefighter Supervisor (6412) in the Department of Children and Families; (D) Field Representative - Fire Fighter Standards and Training (1360); Fire College Instructor Supervisor - Fire Fighter Standards and Training (1364), Field Representative Supervisor - Fire Fighter Standards and Training (1366), and Fire Protection Specialist (8804) in the Department of Financial Services; (E) Firefighter (6411), Firefighter Supervisor (6412), Forest Ranger (7609), and Senior Forest Ranger (7610) in the Department of Military Affairs; and (F) Fire Protection Specialist (8804) in the School for the Deaf and Blind. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation, including benefits for 12 months. Includes all positions, both filled and vacant.

**Article 29**  
**HEALTH AND WELFARE**

**SECTION 1 – Employee Assistance Program**

(A) Where a state agency has adopted an employee assistance program pursuant to section 110.1091, Florida Statutes, the state will make psychological and substance abuse counseling 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

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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:

(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.

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)(b) 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**

(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 certification.

(2) The FFS fitness standard is the national “Field” Work Capacity Test (WCT), referred to as the moderate pack test: 25-pound weight vest, 2 miles in 30 minutes.

**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

(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.

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

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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 15<sup>th</sup> 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.

**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

(e) 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:

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 test, the 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 Training cadre member. If the employee is receiving any of these pay additives, the field unit manager will request the additive be stopped due to the employee's 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 or continue to receive the pay additive while on modified duty. If removed, it is the discretion of the field unit manager and Chief of Field Operations whether the pay additive will be reinstated upon successfully completing the pack 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 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 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.

<b>FITNESS TEST SCHEDULING</b>	
<b>Initial Fitness Test Date</b>	<b>Annual Fitness Test Date</b>
<b>February 1 – August 31</b> Employees who complete testing within this timeframe will have two tests within a 12- month period.	<b>November 1 – January 31</b>

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

<p><b>September 1 – October 31</b>          Employees who complete testing within this timeframe will wait until the following year and have more than a 12-month period between tests.</p>	<p><b>November 1 – January 31          (of the following year)</b></p>
<p><b>November 1 – January 31</b>          Employees who complete testing within this timeframe are synchronized with the annual testing dates.</p>	<p><b>November 1 – January 31</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.

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

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**(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

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Michael T. Brennan  
President and Chief Negotiator

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Date

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Date



# Snapshot of Articles Negotiated for FY 2022-2023

## The State of Florida and the Florida Police Benevolent Association Florida Highway Patrol Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)

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

Article 15 – Seniority

Article 25 – Wages

### **REFERENCE**

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

[PBA-Florida Highway Patrol Unit Reopener Agreement Effective 7-1-21 -- 6-30-22.pdf\(myflorida.com\)](https://myflorida.com/pba-florida-highway-patrol-unit-reopener-agreement-effective-7-1-21--6-30-22.pdf)













**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 3, 2022**  
**Fiscal Year 2022-2023 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)		1/3/22: Replaces 10/4/21 proposal in its entirety: Creates new Section 6, consisting of a "Career Development Plan" that sets a new base salary for recruits and provides percentage step increases to troopers, corporals, and sergeants based on years of service in the current rank, training, community outreach and performance evaluation. After a certain number of minimum years in their respective rank, percentage "Longevity Increases" would apply if training, community outreach and performance goals were also met.	<p>OPB Cost Analysis:</p> <p>New base for recruits is Indeterminate.</p> <p>Step increases for Troopers is \$2.13 Million - Based on 722 FTE meeting service criteria.</p> <p>Step increases for Corporals is \$198,000 - Based on 64 FTE meeting service criteria.</p> <p>Step increases for Sergeants is \$244,000 - Based on 63 FTE meeting service criteria.</p> <p>Estimates based on People First data as of September 2021, and include both filled and vacant positions and retirement/FICA impacts.</p> <p>The Legislature authorizes budgets on a fiscal year basis only. Therefore, the concept of a step pay plan, where salaries are incrementally increased as years of service are accrued, is not compatible with how the State currently appropriates salaries.</p>

**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 3, 2022**  
**Fiscal Year 2022-2023 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>12/9/21: Section 1 - State Employees Group Insurance Program</p> <p>In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2022-2023.</p> <p>Section 2 - Death In-Line-Of-Duty Benefits</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 Self-Insurance Plan 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>		<p>1/3/22: Union tentatively agreed to State's Proposal of 12/9/21.</p>

**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 PBA**

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

\_\_\_\_\_  
William Smith  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(2) If the overall annual performance evaluation score of an employee who has obtained permanent status in his current position is Needs Improvement or Unsatisfactory and it is alleged that a violation of (A), (C), or (D) of this section has occurred. In these instances, grievance decisions at Step 3 shall be final and binding.

## **SECTION 2 – Agency Performance Reviews**

(A) The DHSMV will continue to make a good faith effort to train supervisors in performance review techniques.

(B) Whenever practicable, an employee’s performance shall be reviewed by a sworn law enforcement officer.

## **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~~ one calendar year following the separation.

### **SECTION 2 – Seniority Application**

Except under extraordinary circumstances, vacations, shifts, shift transfers, zones 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.

## **Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT**

### **SECTION 1 – Definitions**

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

**Article 25**  
**WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Competitive Pay Adjustments**

(A) In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 20% shall be provided to the base rate of pay, as of the last day of the last

**For the State**

**For PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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William Smith  
Chapter President, Florida PBA

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Date

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Date

completed month upon this act becoming law, of entry level sworn law enforcement employees in the class of Florida Highway Patrol – Trooper (8030).

(B) In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 25% shall be provided to the base rate of pay, as of the last completed month upon this act becoming law, of non-entry level sworn law enforcement employees in the following classes.

- (1) Florida Highway Patrol – Sergeant (8031);
- (2) Florida Highway Patrol – Pilot I (8032);
- (3) Florida Highway Patrol – Pilot II (8033);
- (4) Florida Highway Patrol – Corporal (8034); and
- (5) Florida Highway Patrol – Investigative Sergeant (8035).

**SECTION 5 – 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 2022-2023 General Appropriations Act.

**For the State**

**For PBA**

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

\_\_\_\_\_  
William Smith  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Florida Highway Patrol Chapter  
Of the Florida Police Benevolent Association  
Career Development Plan**

FHP/PBA Career Development Plan will include training to be completed each year July 1 through June 30. The training will be either in person training at the Troop headquarters, at the sub-district stations, on line to be complete on the department issued computers or at the FHP academy. All personal covered under the Career Development Plan will also have to complete 24 hours a year of Community Outreach. This would include but not limited to, local church services, Boys club, public, private and charter schools, volunteering at hospitals, retirement homes or assisting Veterans organizations. Our plan wants to get Troopers more involved in the community. The Community Outreach hours could be increased as the patrol fills the vacancies it has, and when it has an increase in new positions of troopers on the road. Currently, the Florida Highway Patrol is at a critical point in its history and the mission of the patrol due to the lack of Trooper Power.

Attached is a list of the training all personal covered under FHP/PBA Career Development Plan will have to complete along with the 24 hours of Community Outreach and maintain a 3.0 score, or higher, on the members annual evaluation.

**Florida Highway Patrol Chapter  
Of the Florida Police Benevolent Association**

Florida Trooper starting pay	\$ 41,917.00	21.83 per hour	Pop 22 mil	126+mil visitors	101 bil budget
Texas Trooper starting pay	\$73,208.00	38.12 per hour	29.7 mil	72.5	248 bill 2 yr budget
Louisiana Trooper	\$50,932.00	26.52 per hour	4.6 mil	53.2	38 bil budget
New York Trooper	\$82,677.00	43.06 per hour	19.3 mil	265.5	212 bil budget
Delaware State Trooper	\$63,071.00	32.84 per hour	990 thsnd	9.2	4.7 bil budget
California Trooper	\$93,060.00	48.46 per hour	39.6 mil	42.0	262.6 bil budget

FHP sent 30 Troopers to Texas for 16 day plus travel for 4 or deployments.  
 FHP sent 20 troopers to Louisiana to assist with hurricane Ida detail.  
 Troopers came to work every day during the COVID lock down and did not work from home like many other state workers.

We would like the career development plan to be funded with trust fund monies which DOT receives from DHSMV trust funds. DHSMV generates 2.5 billion dollars every year, of which approximately 1.5 billion dollars goes to DOT. Florida will have nice roads but no troopers to work them. .

- 22 million residents
- 126 million visitors
- 3rd largest state and growing
- 19 million licensed drivers
- 21.9 million registered vehicles

As of this date, we only have 1,146 troopers for 67 counties, 24 hours a day, 7 days a week.  
 A new trooper with 8 months on in Palm Beach county, starting salary = \$46,917.00. This includes CAD.  
 The new troopers take-home pay is \$3,037.60 per month.  
 A senior trooper with 14 years on in Palm Beach county, salary = \$54,651.00. This includes CAD.  
 The senior troopers take-home pay is \$3,627.45 per month.

**Florida Highway Patrol Chapter  
Of the Florida Police Benevolent Association**

The funding for this career development plan would come from trust fund monies which FOOT receives from DHSMV trust funds. DHSMV generates \$2.5 billion each year and from this FOOT receives \$1.5 billion.

Current Salary Costs    PBA Purposed Salary Costs

Troopers \$ 101,602,327.56	Troopers \$ 133,030,964.00	This includes 240 trooper vacancies
Corporals \$ 13,247,414.18	Corporals \$ 18,448,022.60	
Sergeants \$ 23,604,833.61	Sergeants \$ 30,663,555.80	
<b>Total \$ 138,454,575.35</b>	<b>Total \$ 182,142,542.40</b>	

Difference            \$ 43,687,967.05

## WAGES

## SECTION 6- Career Development Pay Plan

Starting Fiscal Year 2022-2023

Troopers	Salary / Increase	Years of service in rank
Academy-	\$ 50917.00	
Probationary Trooper	\$ 55917.00	1 year
Trooper 1	\$ 60917.00	2 years
Trooper 2	10 % Increase	4 years
Trooper 3	15 % Increase	6 years
Trooper 4	10 % Increase	8 years
Trooper 5	7 % Increase	10 years
Trooper 6	7 % Increase	12 years
Trooper 7LI	5 % Increase	15 years
Trooper 8LI	5 % Increase	20 years
Trooper 9LI	5 % Increase	25 years

Corporals/Pilots	Salary/ Increase	Years of Service in Rank
Starting Cpl 1	\$ 72917.00	1 year
Cpl 2	6.5 % Increase	2 years
Cpl 3	6.5 % Increase	4 years
Cpl 4	6.5 % Increase	6 years
Cpl 5	6.5 % Increase	8 years
Cpl 6	6.5 % Increase	10 years
Cpl 7	6.5 % Increase	12 years
Cpl 8LI	5 % Increase	15 years
Cpl 9LI	5 % Increase	20 years
Cpl 10LI	5 % Increase	25 years

Sergeant's	Salary / Increase	Years of Service in Rank
Starting Sgt 1	\$ 80917.00	1 year
Sgt 2	6.5 % Increase	2 years
Sgt 3	6.5 % Increase	4 years
Sgt 4	6.5 % Increase	6 years
Sgt 5	6.5 % Increase	8 years
Sgt 6	6.5 % Increase	10 years
Sgt 7	6.5 % Increase	12 years
Sgt 8LI	5 % Increase	15 years
Sgt 9LI	5 % Increase	20 years
Sgt 10LI	5 % Increase	25 years

The following pages are showing the placement of Trooper's , Corporal's and Sergeant's in the career development plan starting July 1, 2021. This placement also resolves the severe compression issue the Patrol has with years of service. The Florida Highway Patrol is extremely low on man power to properly serve the citizens and visitors of Florida. The Patrol is no longer a pro-active Law enforcement agency, the Patrol is a re-active Law Enforcement agency. This career development plan is the first step in resolving this very concerning issue which is putting the citizens and visitors of the State of Florida in harms way every day .

## TROOPER'S

Academy	50917.00
1.	55917.00 -- Probationary
2.	60917.00 -- Career Service
3.	63962.85
4.	67008.70
5.	72034.35
6.	77060.00
7.	80913.00
8.	84766.00
9.	87732.81
10.	90699.62
11.	93874.07
12.	97048.59
13.	98666.06
14.	100283.53
15.	101901.01
16.	102920.02
17.	103939.03
18.	104958.04
19.	105977.05
20.	106996.06
21.	108066.02
22.	109135.98
23.	110205.94
24.	111275.90
25.	112345.86

## Corporal's

Starting	72917.00
2.	77656.60
3.	80180.43
4.	82704.27
5.	85392.15
6.	88080.04
7.	90942.64
8.	93805.24
9.	96853.91
10.	99902.58
11.	103149.41
12.	106396.24
13.	108169.51
14.	109942.78
15.	111716.05
16.	112833.21
17.	113950.37
18.	115067.43
19.	116184.59
20.	117301.85
21.	118474.86
22.	119647.87
23.	120820.88
24.	121993.89
25.	123166.94

## Sergeant's

Starting	80917.00
2.	86176.60
3.	88977.33
4.	91778.07
5.	94760.85
6.	97743.64
7.	100920.30
8.	104096.97
9.	107480.12
10.	110863.27
11.	114466.32
12.	118069.38
13.	120037.20
14.	122005.02
15.	123972.84
16.	125212.56
17.	126452.28
18.	127692.00
19.	128931.72
20.	130171.48
21.	131473.19
22.	132774.90
23.	134.076.61
24.	135378.32
25.	136680.05

## ANNUAL

- Hazmat (1 hour)
- Blood Borne Pathogens (1.5 hours)
- Defensive Tactics (4 hours)
- Respirator Protection (0.5 hours)
- Aerosol Subject Restraint (ASR) (0.5 hour)
- Firearms (8 hours)
- Conducted Electrical Weapon (Taser) (4hours)
- Policy and Legal Updates (2 hours)
- Forfeiture (1 hour)
- Evidence and Property (0.5 hours)
- All Hazards Plan (1 hour)
- Quick Reaction Force (QRF) (8 hours)
- Road Closures (0.25 hours)
- Biomedical Waste Management Plan (0.5 hours)
- Dealing with Mentally Ill / Autism (0.5 hour)
- Weapon Retention (4 hours)
- Use of Control (1 hour)
- Mental Health Awareness (1 hour)
- Discriminatory Profiling and Professional Traffic Stops (2 hours)
- Americans with Disabilities (0.75 hour)
- Stress Management and Mental Health (1 hour)
- Domestic Violence (2 hours)
- Juvenile Sex Offenders (2 hours)
- National Traffic Incident Management Response (4 hours)
- Claims of Sexual Harassment (1 hour)
- Critical Incident Response (1 hour)
- Disciplinary Procedures (0.5 hour)
- Drug and Alcohol-Free Workplace (0.25 hour)

Ethics and Personal Responsibility (0.25 hour)  
Fraud Prevention and Detection (0.5 hour)  
Information and Cyber Security (0.5 hour)  
Public Records and Records Management (0.25 hour)  
Title VI (0.25 hour)  
Workplace Safety and Security (0.5 hour)  
Deescalation and Duty to Intervene (16 hours)

#### EVERY TWO YEARS

First Responder / CPR (3.5 hours)  
ASP / Expandable Baton (4 hours)  
Active Shooter (8 hours)

#### EVERY THREE YEARS

Mobile Field Force (8 hours)  
Lineup, Photo Lineup, Show up (0.5 hour)

### Initial

CVSA part A 40 hours plus on job training - complete 32 L1 inspections

CVSA part B 40 hours plus on job training - complete 32 L1 inspections

CVSA BULK Hazmat 40 hours plus on job training - complete 16 L1 inspections

CVSA NON BULK hazmat 40 hours plus on job training- complete 16 L1 inspections

Motor Coach - 40 hours plus OJT and complete 16 L1 inspections

Post Crash 80 hours, complete 2 post crash inspections

Personal Radiation Detector PRD, 8 hours

### Recert

Part A/B Complete 32 L1 inspections

Hazmat Complete 8 Bulk and 8 non bulk L1 or L2 inspections.

Motor coach Complete 8 L1 inspections

Post Crash has no recert however updates are always coming out

PRD, 8 hours every couple years.

L1, level 1 inspections are complete walk around, driver, and undercarriage inspections

L2, level 2 inspections are driver and walk around

L3, level 3 inspections are driver only (CDL-Log Book-etc)

Years	Trooper	Corporal	Sergeant	Pilot
0	75	0	0	0
1	131	0	0	0
2	113	1	0	0
3	124	7	0	0
4	88	11	1	0
5	51	6	0	0
6	76	20	1	0
7	44	11	6	0
8	82	12	17	0
9	26	10	11	0
10	80	4	32	0
11	10	1	5	0
12	20	9	15	2
13	11	4	5	0
14	14	3	7	0
15	28	11	12	0
16	23	1	14	0
17	31	2	14	0
18	31	1	11	0
19	20	0	9	0
20	16	2	10	0
21	12	2	4	1
22	17	4	6	0
23	4	2	7	0
24	16	5	8	0
25	7	1	2	1
26	6	2	6	0
27	1	0	1	0
28	8	1	6	0
29	0	1	1	0
30	4	1	2	0
31	7	1	4	0
32	11	1	3	0
33	2	0	2	0
34	0	0	3	1
35	0	1	3	0
36	1	3	1	1
37	3	0	2	1
38	2	1	1	0
39	3	1	0	0
40	0	0	0	0
41	0	0	0	0
42	0	0	0	0
43	1	0	0	0

44	0	0	0	0
45	0	0	0	0
46	0	0	0	0
47	0	0	0	0
48	0	1	0	0

Totals 1199 144 232 7

1125 current

233 VACANT TROOPER POSITIONS

# FLORIDA HIGHWAY PATROL



## TRAFFIC HOMICIDE INVESTIGATIONS

CASES INVESTIGATED BY TROOP  
YEAR-TO-DATE  
JAN 1, 2021 THRU SEPT 30, 2021

	NEW 2021 CASES BY TROOP
FLAIR-	29
TROOP A-	165
TROOP B-	124
TROOP C-	260
TROOP D-	245
TROOP E-	80
TROOP F-	213
TROOP G-	161
TROOP H-	46
TROOP K-	35
TROOP L-	106
TOTAL-	1,465

Note-

Fatal Traffic Crashes 2020 – 1,907

Fatal Traffic Crashes 2021 to date – 1,465



DEPARTMENT OF TRANSPORTATION

TARGET  
**ZERO**  
FATALITIES & SERIOUS INJURIES

**PBA - Florida Highway Patrol Collective Bargaining Unit (12)  
Fiscal Year 2022-23 Wage Proposals**

Union/Issue	Estimated Cost	Comments
Provides a new base salary of \$50,917 for Florida Highway Patrol Troopers at the Academy level.	Indeterminate	
Provides a new base salary of \$55,917 for Florida Highway Patrol Troopers at the Probationary Trooper level with (1) year of service in rank. In additional, for a Trooper 1 with (2) years of service in rank adjust salary to new base of \$60,917. A percentage increase for years in service based on rank; Trooper 2 a 10% increase - 4 years of service in rank, Trooper 3 a 15% increase - 6 years of service in rank, Trooper 4 a 10% increase - 8 years of service in rank, Trooper 5 a 7% increase - 10 years of service in rank, Trooper 6 a 7% increase - 12 years of service in rank, Trooper 7LI a 5% increase - 15 years of service in rank, Trooper 8LI a 5% increase - 20 years of service in rank, Trooper 9LI a 5% increase - 25 years of service in rank.	\$2.13M	Calculation is based 722 FTE that met the criteria for the Florida Highway Patrol Troopers CBU request. The base salary rate was adjusted to a new base salary for Troopers that are in the probationary period and Trooper 1 with 2 years of experience. In addition, a percentage increase for years in service based on rank; Trooper 2 a 10% increase - 4 years of service in rank, Trooper 3 a 15% increase - 6 years of service in rank, Trooper 4 a 10% increase - 8 years of service in rank, Trooper 5 a 7% increase - 10 years of service in rank, Trooper 6 a 7% increase - 12 years of service in rank, Trooper 7LI a 5% increase - 15 years of service in rank, Trooper 8LI a 5% increase - 20 years of service in rank, Trooper 9LI a 5% increase - 25 years of service in rank. PeopleFirst data as of September 2021 transferred into LAS/PBS was the source for the calculation. Includes both filled and vacant positions. This amount includes retirement/FICA impacts.
Provides a new base salary of \$72,917 for Florida Highway Patrol Corporals with (1) year of service in rank. In additional, a percentage increase for years in service based on rank; 6.5% increase for Corporal 2 with (2) years of service in rank, 6.5% increase for Corporal 3 with (4) years of service in rank, 6.5% increase for Corporal 4 with (6) years of service in rank, 6.5% increase for Corporal 5 with (8) years of service in rank, 6.5% increase for Corporal 6 with (10) years of service in rank, 6.5% increase for Corporal 7 with (12) years of service in rank, 5% increase Corporal 8LI with (15) years of service in rank, 5% increase for Corporal 9LI with (20) years of service in rank, 5% increase for Corporal 10LI increase with (25) years of service in rank.	\$198K	Calculation is based on 64 FTE that met the criteria for the Florida Highway Patrol Corporal's CBU request. The base salary rate was adjusted to a new salary for Corporals with (1) year of service experience. In addition, a percentage increase for years in service based on rank; 6.5% increase for Corporal 2 with (2) years of service in rank, 6.5% increase for Corporal 3 with (4) years of service in rank, 6.5% increase for Corporal 4 with (6) years of service in rank, 6.5% increase for Corporal 5 with (8) years of service in rank, 6.5% increase for Corporal 6 with (10) years of service in rank, 6.5% increase for Corporal 7 with (12) years of service in rank, 5% increase Corporal 8LI with (15) years of service in rank, 5% increase for Corporal 9LI with (20) years of service in rank, 5% increase for Corporal 10LI increase with (25) years of service in rank. PeopleFirst data as of September 2021 transferred into LAS/PBS was the source for the calculation. Includes both filled and vacant positions. This amount includes retirement/FICA impacts.
Provides a new base salary of \$80,917 for Florida Highway Patrol Sergeants with (1) year of service in rank. In additional, a percentage increase for years in service based on rank; 6.5% increase for Sergeant 2 with (2) years of service in rank, 6.5% increase for Sergeant 3 with (4) years of service in rank, 6.5% increase for Sergeant 4 with (6) years of service in rank, 6.5% increase for Sergeant 5 with (8) years of service in rank, 6.5% increase for Sergeant 6 with (10) years of service in rank, 6.5% increase for Sergeant 7 with (12) years of service in rank, 5% increase Sergeant 8LI with (15) years of service in rank, 5% increase for Sergeant 9LI with (20) years of service in rank, 5% increase for Sergeant 10LI increase with (25) years of service in rank.	\$244K	Calculation is based on 63 FTE that met the criteria for the Florida Highway Patrol Sergeant's CBU request. The base salary rate was adjusted to a new salary for Sergeants with (1) year of service experience. In addition, a percentage increase for years in service based on rank; 6.5% increase for Sergeants 2 with (2) years of service in rank, 6.5% increase for Sergeants 3 with (4) years of service in rank, 6.5% increase for Sergeants 4 with (6) years of service in rank, 6.5% increase for Sergeants 5 with (8) years of service in rank, 6.5% increase for Sergeants 6 with (10) years of service in rank, 6.5% increase for Sergeants 7 with (12) years of service in rank, 5% increase Sergeants 8LI with (15) years of service in rank, 5% increase for Sergeants 9LI with (20) years of service in rank, 5% increase for Sergeants 10LI increase with (25) years of service in rank. PeopleFirst data as of September 2021 transferred into LAS/PBS was the source for the calculation. Includes both filled and vacant positions. This amount includes retirement/FICA impacts.



## **The State of Florida and the Florida Police Benevolent Association Law Enforcement Unit FY 2022 – 2023 Collective Bargaining Reopener Negotiations**

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 7 – Internal Investigations

Article 18 – Hours of Work, Leave and Job-Connected Disability

Article 24 – On-Call Assignment – Call Back – Court Appearance

Article 25 – Wages

### **REFERENCE**

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

[PBA-Law Enforcement Unit Reopener Agreement Effective 7-1-21 -- 6-30-22.pdf\(myflorida.com\)](https://myflorida.com/PBA-Law%20Enforcement%20Unit%20Reopener%20Agreement%20Effective%207-1-21%20--%206-30-22.pdf)

















**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 3, 2022**  
**Fiscal Year 2022-2023 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)	<p>(5) Law Enforcement Investigator II (8541) in the Department of Agriculture and Consumer Services, Department of Law Enforcement, Department of Legal Affairs, Department of Financial Services, Fish and Wildlife Conservation Commission, and Florida School for the Deaf and the Blind.</p> <p>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 2022-2023 General Appropriations Act.</p>		

**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 3, 2022**  
**Fiscal Year 2022-2023 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>12/9/2021: Section 1 - State Employees Group Insurance Plan</p> <p>In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2022-2023.</p> <p>Section 2 - Death In-Line-Of-Duty Benefits</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 Self-Insurance Plan 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>		<p>1-3-2022: Union tentatively agreed to State's Proposal of 12/9/21.</p>

**Article 7**  
**INTERNAL INVESTIGATIONS**

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the state has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the state reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of an internal investigation, the investigative methods employed will be consistent with the law (including but not limited to section 112.532, F.S.) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the state will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given 48 hours to contact, consult with, and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses at least two hours prior to the commencement of the interview in accordance with section 112, F.S. In the event the written statement or recordings are such that additional review time is warranted, the employee may request and be granted additional time unless the request is made for the purposes of delay. Pursuant to section 112.533, F.S., the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Scott Hoffman  
Chapter President, Florida PBA

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Date

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Date

(E) The formal interrogation of an employee shall comply with the provisions of section 112.532, F.S. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee’s absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Such leave shall be in accordance with Chapter 60L-34, F.A.C.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within 45 days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed 120 days without the approval of the Agency Head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The state will make a good faith effort to train persons who investigate charges against employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Scott Hoffman  
Chapter President, Florida PBA

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Date

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Date

Article 7  
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**For the State**

**For PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Scott Hoffman  
Chapter President, Florida PBA

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Date

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Date

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of an employee shall comply with the provisions of section 112.532, F.S. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Such leave shall be in accordance with Chapter 60L-34, F.A.C.

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**For the State**

**For PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Scott Hoffman  
Chapter President, Florida PBA

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Date

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Date

(K) The state will make a good faith effort to train persons who investigate charges against employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

(M) The agency shall record all interviews, discussions, and disciplinary hearings from the initiation of a complaint through the full conclusion of the investigative and/or grievance process.

(N) All employee interviews or interrogations shall be conducted by an active full-time law enforcement officer as defined by Florida Statute 943.10(1). No employee interview or interrogation shall be conducted by a contracted employee or retired member of the agency.

(O) The agency shall not exclude an employee from promotional or transfer opportunities based on disciplinary action under appeal. In the event an employee has a promotional opportunity delayed due to an ongoing investigation that is later exonerated, unfounded, not sustained, reversed in arbitration, or any other means of reversal, the employee shall be retroactively promoted regardless of the expiration of the applicable promotional list. The retroactively promoted employee shall be made whole to include seniority, rank, and backpay at the promoted rank.

**For the State**

**For PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Scott Hoffman  
Chapter President, Florida PBA

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Date

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Date

**Article 18**  
**HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY**

The Parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34 of the F.A.C., including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

**SECTION 1 – Workday**

(A) Agencies 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 an employee works hours in excess of their regular schedule, the state has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee’s adjusted shift for a 40-hour work period, or 24 hours’ notice for an 80-hour work period or 36 hours’ notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight-hour increments.

**SECTION 2 – Work Schedule**

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than 14 calendar days in advance and will reflect at least a two workweek schedule; however, the state will make a good faith effort to reflect a one month schedule.

(B) In the event of a declared emergency the notice requirement of this Section may be void.

(C) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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 – 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 PBA will cooperate to secure funds for the payment of overtime to employees in the situation described herein. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA 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, which the state agrees to comply with.

**For the State**

**For the PBA**

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

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Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – FLSA Compensatory Leave**

(A) If an agency has a plan approved in advance by the Department of Management Services, FLSA compensatory leave credits shall be granted, administered, and used as described below:

(1) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave”. Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue 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 at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, 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., as amended. 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.

(2) The parties agree that all law enforcement recruits shall be treated in the manner described below with regard to FLSA compensatory leave:

(a) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 80-hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

(b) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit’s agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.

**For the State**

**For the PBA**

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

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Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(c) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Rule 60L-34, F.A.C., and Article 18, Section 4(B) of the Agreement.

**SECTION 6 – Special Compensatory Leave**

(A) Earning of Special Compensatory Leave Credits. Special compensatory leave credits may be earned only in the following instances:

(1) By an employee in the career service for work performed on a holiday as defined in section 110.117, F.S., or for work performed during a work period that includes a holiday, as provided by the Rules of the State Personnel System.

(2) For work performed in the employee’s assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

(B) General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044, F.A.C.

(1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits earned on or after November 1, 2019 prior to the agency approving the following leave types:

(a) Regular compensatory leave credits.

(b) 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.

(2) Compelled Use of Special Compensatory Leave Credits. An employee may only be required to reduce special compensatory leave credit balances earned on or after November 1, 2019.

**For the State**

**For the PBA**

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

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Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(C) Special Compensatory Leave Earned on or after November 1, 2019.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2019, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2019, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2019, to be used within the time limits specified in subsections (C)1. And (C)2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) When an employee separates, transfers to another agency, or transfers to another pay plan, the agency shall pay the employee for unused special compensatory leave credits in accordance with Rule 60L-34.0044, F.A.C. When the employee transfers to another collective bargaining unit, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.

#### **SECTION 7 – Sick Leave Pool and Sick Leave Transfer**

Each agency shall set up and administer a sick leave pool and sick leave transfer plan for employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. 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 8 – Disability Leave with Pay**

(A) An employee who sustains a job-related disability and is eligible for disability leave with pay under the provisions of Rule 60L-34, F.A.C., shall be carried in full-pay status for up to

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Scott Hoffman  
Chapter President, Florida PBA

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Date

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Date

40 work hours immediately following the onset of the injury without being required to use accrued leave.

(B) If an employee is unable to return to work at the end of the 40-work hour period, the employee may supplement the Workers' Compensation benefits with accrued leave in an amount necessary to remain in full-pay status.

(1) An employee who is maliciously or intentionally injured and thereby sustains a job-connected disability compensable under Chapter 440, F.S., shall be carried in full-pay status on administrative leave during the duration of the disability rather than being required to use accrued leave.

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, F.A.C. The Department shall approve such requests that, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin – Authorized other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

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

### **SECTION 9 – Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) 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.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Article 18  
HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

**SECTION 1 – Workday**

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

(B) Where an employee works hours in excess of their regular schedule, the state has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee’s adjusted shift for a 40-hour work period, or 24 hours’ notice for an 80-hour work period or 36 hours’ notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight-hour increments.

**For the State**

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

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Date

**For PBA**

\_\_\_\_\_  
Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

**Article 24**  
**ON-CALL ASSIGNMENT – CALL-BACK – COURT APPEARANCE**

**SECTION 1 – Definition**

On-call assignment shall be as defined in Chapter 60L-32, F.A.C.

**SECTION 2 – On-Call Additive**

(A) When approved as provided herein, an employee who is required to be on-call shall be paid an on-call additive in an amount of one dollar (\$1.00) per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

(B) An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), F.S., shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

**SECTION 3 – Call-Back**

An employee called out to work at a time not contiguous with the employee’s scheduled hours of work shall be credited for actual time worked, or a minimum of four hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

**SECTION 4 – Court Appearances**

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half hours, whichever is greater.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
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Date

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Date

Article 24  
ON-CALL ASSIGNMENT – CALL-BACK – COURT APPEARANCE

**SECTION 4 – Court Appearances**

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of ~~two and one-half hours~~ four hours, whichever is greater.

**For the State**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For PBA**

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Scott Hoffman  
Chapter President, Florida PBA

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Date

**Article 25**  
**WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Competitive Pay Adjustments**

(A) In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 20% shall be provided to the base rate of pay, as of the last day of the last

**For the State**

**For PBA**

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

\_\_\_\_\_  
Scott Hoffman  
Chapter President, Florida PBA

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Date

\_\_\_\_\_  
Date

completed month upon this act becoming law, of entry level sworn law enforcement employees in the following classes:

- (1) Law Enforcement Officer (8515) in the Department of Agriculture and Consumer Service, Department of Law Enforcement – Capitol Police, Fish and Wildlife Conservation Commission, and Florida School for the Deaf and the Blind.
- (2) Law Enforcement Investigator I (8540) in the Department of Financial Services, Fish and Wildlife Conservation Commission, and the Department of Legal Affairs.
- (3) Law Enforcement Investigator II (8541) in the Department of Business and Professional Regulation and the Department of Environmental Protection.

(B) In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 25% shall be provided to the base rate of pay, as the last day of the last completed month upon this act becoming law, of non-entry level sworn law enforcement employees in the following classes:

- (1) Law Enforcement Corporal (8517) in the Department of Agriculture and Consumer Services and Fish and Wildlife Conservation Commission.
- (2) Law Enforcement Sergeant (8519) in the Department of Agriculture and Consumer Services and Department of Law Enforcement.
- (3) Law Enforcement Airplane Pilot I (8532) in the Fish and Wildlife Conservation Commission.
- (4) Law Enforcement Airplane Pilot II (8534) in the Fish and Wildlife Conservation Commission.
- (5) Law Enforcement Investigator II (8541) in the Department of Agriculture and Consumer Services, Department of Law Enforcement, Department of Legal

**For the State**

**For PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Scott Hoffman  
Chapter President, Florida PBA

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Date

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Date

Affairs, Department of Financial Services, Fish and Wildlife Conservation  
Commission, and Florida School for the Deaf and the Blind.

**SECTION 5 – 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 2022-2023 General Appropriations Act.

**For the State**

**For PBA**

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

\_\_\_\_\_  
Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Article 25  
WAGES

**SECTION 5 – PAY ADJUSTMENTS**

The new FY22 base salary will be increased by 20%. All employees below the new base salary will receive an adjusted increase to the base and receive an additional percentage increase based on years of service indicted below:

<u>Years</u>	<u>Percentage</u>
<u>Less than 2 years</u>	<u>0%</u>
<u>Less than 6 years</u>	<u>15%</u>
<u>Less than 11 years</u>	<u>17%</u>
<u>Less than 16 years</u>	<u>19%</u>
<u>Less than 21 years</u>	<u>21%</u>
<u>Less than 26 years</u>	<u>23%</u>
<u>Over 26 years</u> <u>26 years and over</u>	<u>25%</u>

Based on the above percentages, the cost of the pay adjustment for all employees is approximately \$11,535,000.00

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

**PBA - Law Enforcement Collective Bargaining Unit (06)  
Fiscal Year 2022-23 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<p><b>Article 25, Section 5:</b> Provides a new base for FY 2022 of 20% for CBU 06. All employees below the new base salary will receive an adjusted increase to the new base and an additional percentage increase based on years of service; less than 2 years - 0% increase, less than 6 years - 15% increase, less than 11 years - 17% increase, less than 16 years - 19% increase, less than 21 years - 21% increase, less than 26 years - 23% increase, and 26 years or more - 25% increase.</p>	<p>\$14.35 Million</p>	<p>Calculation is based on a 20% increase for 441 FTE for 12 months. In addition, a percentage increase was applied based on the years of service at employees appropriate anniversary date; less than 6 years of service a 15% increase was calculated for (310 FTE), less than 11 years of service a 17% increase was calculated for (316 FTE), less than 16 years of service a 19% increase was calculated for (163 FTE), less than 21 years of service a 21% increase was calculated for (115 FTE), less than 26 years of service a 23% increase was calculated for (74 FTE), for 26 or more years of service a 25% increase was calculated for (49 FTE) after the new base was calculated for applicable employees using PeopleFirst data as of September 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.</p>



## The State of Florida and the Florida Police Benevolent Association Security Services Unit FY 2022 – 2023 Collective Bargaining Successor Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a two-year agreement covering Fiscal Years 2021-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 11, 2022**

**The parties have tentatively agreed to revisions for the following article(s):**

Article 27 – Insurance Benefits (Employee Premiums 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 contract can be found at the following link:

[PBA-Security Services Unit Successor Agreement Effective 9-30-21 -- 6-30-23.pdf\(myflorida.com\)](https://myflorida.com/PBA-Security_Services_Unit_Successor_Agreement_Effective_9-30-21_--_6-30-23.pdf)



























**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
**Current Two-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 7, 2022**  
**Fiscal Year 2022-2023 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)		<p>In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, the Department of Corrections is authorized to increase the minimum base rate of pay, as of the last day of the last completed month upon this act becoming law, to for employees in the following classes:</p> <p>(A) Correctional Officer (8003) \$41600;            (B) Correctional Officer Sergeant (8005) \$45760;            (C) Correctional Officer Lieutenant (8011) \$52624;            (D) Correctional Officer Captain (8013) \$ 57866;            (E) Correctional Probation Officer (8036) 41600;            (F) Correctional Probation Senior Officer (8039) \$47840; and            (G) Correctional Probation Specialist (8040) \$49840;            (H) Correctional Probation Supervisor (4045) \$52,624; and            (I) Correctional Probation Sr Supervisor (8046): \$57886</p> <p>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 2022-2023 General Appropriations Act.</p>	<p>OPB Cost Analysis: \$191.6 Million - Based on 19,498 FTE meeting criteria.</p> <p>OPB Cost Analysis: Indeterminate</p>

**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
**Current Two-Year Agreement Expires June 30, 2023**  
**Status of Collective Bargaining Negotiations as of: January 7, 2022**  
**Fiscal Year 2022-2023 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	12/9/21 : In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2022-2023, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2022-2023.		1/5/2022: Union tentatively agreed to State's Proposal of 12/9/21.







**Article 25**  
**WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities. **All pay/compression adjustments shall be the subject of further negotiations with the bargaining unit.**

**SECTION 4 – Competitive Pay Adjustments**

(A) In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 20% shall be provided to the base rate of pay, as of the last day of the last completed month upon this act becoming law, of entry level sworn law enforcement employees in

**For the State**

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

**For the PBA**

\_\_\_\_\_  
James T. Baiardi Date  
Chapter President, Florida PBA

\_\_\_\_\_  
Tammy Marcus Date  
Chapter President, Florida PBA

the class of Institutional Security Specialist I (8237) with the Agency for Persons with Disabilities and the Department of Children and Families.

(B) In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 25% shall be provided to the base rate of pay, as the last day of the last completed month upon this act becoming law, of non-entry level sworn law enforcement employees in the following classes:

- (1) Institutional Security Specialist II (8238) in the Agency for Persons with Disabilities and the Department of Children and Families; and
- (2) Institutional Security Specialist Shift Supervisor (8240) in the Agency for Persons with Disabilities and the Department of Children and Families.

**SECTION 5 – Retention Step Plan – Department of Corrections**

(A) In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, the Department of Corrections is authorized to implement a retention step plan for correctional officers and correctional probation officers, effective July 1, 2022, for employees in the following classes:

- (1) Correctional Officer (8003);
- (2) Correctional Officer Sergeant (8005);
- (3) Correctional Officer Lieutenant (8011);
- (4) Correctional Officer Captain (8013);
- (5) Correctional Probation Officer (8036);
- (6) Correctional Probation Senior Officer (8039);
- (7) Correctional Probation Specialist (8040);
- (8) Correctional Probation Supervisor (8045); and
- (9) Correctional Probation Senior Supervisor (8046).

**For the State**

**For the PBA**

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

\_\_\_\_\_  
James T. Baiardi Date  
Chapter President, Florida PBA

\_\_\_\_\_  
Tammy Marcus Date  
Chapter President, Florida PBA

(B) This plan will provide a pay increase of **\$1,500 to all bargaining unit members with 3 to 5 years of service** ~~\$1,000 at two years of service~~, **\$2,500 to all bargaining unit members 5 to 10 years of service**, **\$3,200 to all bargaining unit members with 10 to 15 years**, ~~\$1,500 at five years of service~~, and **\$3,700 to all bargaining unit members with over 15 years of service** and ~~\$2,500 at eight years of service accrued~~ between the dates of October 1, 2022, and September 30, 2023. **Time of service will be defined for the purpose of this section as time within any bargaining unit position of the security services unit.**

### **SECTION 6 – Minimum Base Rate of Pay – Department of Corrections**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, the Department of Corrections is authorized to increase the minimum base rate of pay, as of the last day of the last completed month upon this act becoming law, to for employees in the following classes:

- (A) Correctional Officer (8003) **\$41600;**
- (B) Correctional Officer Sergeant (8005) **\$45760;**
- (C) Correctional Officer Lieutenant (8011) **\$52624;**
- (D) Correctional Officer Captain (8013) **\$ 57866;**
- (E) Correctional Probation Officer (8036) **41600;**
- (F) Correctional Probation Senior Officer (8039) **\$47840;** and
- (G) Correctional Probation Specialist (8040) **\$49840;**
- (H) **Correctional Probation Supervisor (4045) \$52,624; and**
- (I) **Correctional Probation Sr Supervisor (8046): \$57886**

### **SECTION 7 – 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 2022-2023 General Appropriations Act.

#### **For the State**

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

#### **For the PBA**

\_\_\_\_\_  
James T. Baiardi Date  
Chapter President, Florida PBA

\_\_\_\_\_  
Tammy Marcus Date  
Chapter President, Florida PBA



PBA - Security Services Collective Bargaining Unit (08) Fiscal Year 2022-23 Wage Proposals		
Union/Issue	Estimated Cost for FY 2022-23	Comments
<b>Article 25, Section 1:</b> Provides for up to 24 hours of unused leave to be paid out each December for permanent Career Service employees.	Indeterminate	Optional
<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 25 Section 3:</b> The minimum rate of pay for full-time equivalent (FTE) positions were increased to \$13 per hour, effective July 1, 2021. As a result, salary rates closest to the new minimum will need to be adjusted for retention or pay inequities, and compression.	\$39 Million	Calculation is based on 20,639 FTE that met the criteria statewide in CBU 08. Full-time equivalent (FTE) were adjusted for compression pay based on the \$13 per hour increase for minimum wage. PeopleFirst data as of October 2021 is the source of compression, pay inequities and retention calculation. Includes all positions, both filled and vacant.
<b>Article 25, Section 4 (A):</b> Provides a competitive pay adjustment of 20% to the base rate of pay for entry level sworn Institutional Security Specialist I - Class Code (8237) with the Agency for Persons with Disabilities and the Department of Children and Families, effective upon becoming law.	\$1.6 Million	Calculation is based on 153 FTE that met the criteria in the Department of Children and Families and the Agency for Persons with Disabilities in CBU 08. The base salary rate was adjusted by 20% for Institutional Security Specialist I including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.
<b>Article 25, Section 4 (B):</b> Provides a competitive pay adjustment of 25% to the base rate of pay for non-entry sworn Institutional Security Specialist II - Class Code (8238) and Institutional Security Specialist Shift Supervisor - Class Code (8240) with the Agency for Persons with Disabilities and the Department of Children and Families, effective upon becoming law.	\$648K	Calculation is based on 43 FTE that met the criteria in the Department of Children and Families and the Agency for Persons with Disabilities in CBU 08. The base salary rate was adjusted by 25% for Institutional Security Specialist II and Institutional Security Specialist Shift Supervisor including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.
<b>Article 25, Section 5:</b> Provides an increase to the base rate of pay for members of the bargaining unit depending on the number of years in service for the following class codes with the Department of Corrections for (1) Correctional Officer (8003); (2) Correctional Officer Sergeant (8005); (3) Correctional Officer Lieutenant (8011); (4) Correctional Officer Captain (8013); (5) Correctional Probation Officer (8036); (6) Correctional Probation Senior Officer (8039); (7) Correctional Probation Specialist (8040); (8) Correctional Probation Supervisor (8045); and (9) Correctional Probation Sr. Supervisor (8046). This request provides an increase of \$1,500 to all members with 3 to 5 years of service; \$2,500 for 5 to 10 years of service; \$3,200 for 10 to 15 years of service; and \$3,700 for 15 years or more of service between the dates of October 1, 2022 and September 30, 2023.	\$36 Million	Calculation is based on 10,501 FTE that met the criteria for the CBU request. The base salary rate was adjusted to a new minimum rate of pay for members of the bargaining unit depending on years of service in the following class codes with the Department of Corrections for Correctional Officer, Correctional Officer Sergeant, Correctional Officer Lieutenant, Correctional Officer Captain, Correctional Probation Officer, Correctional Probation Senior Officer, Correctional Probation Specialist, Correctional Probation Supervisor and Correctional Probation Sr Supervisor including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.
<b>Article 25, Section 6:</b> Provides an increase to the base rate of pay for members of the bargaining unit for the following class codes with the Department of Corrections for (A) Correctional Officer (8003) to \$41,600; (B) Correctional Officer Sergeant (8005) to \$45,760; (C) Correctional Officer Lieutenant (8011) to \$52,624; (D) Correctional Officer Captain (8013) to \$57,866; (E) Correctional Probation Officer (8036) to \$41,600; (F) Correctional Probation Senior Officer (8039) to \$47,840; (G) Correctional Probation Specialist (8040) to \$49,840; (H) Correctional Probation Supervisor (8045) to \$52,624; and (I) Correctional Probation Sr. Supervisor (8046) to \$57,886, effective upon becoming law.	\$191.6 Million	Calculation is based on 19,498 FTE that met the criteria for the CBU request. The base salary rate was adjusted to a new minimum rate of pay for Correctional Officer to \$41,600, Correctional Officer Sergeant to \$45,760, Correctional Officer Lieutenant to \$52,624, Correctional Officer Captain to \$57,866, Correctional Probation Officer to \$41,600, Correctional Probation Senior Officer to \$47,840, Correctional Probation Specialist to \$49,840, Correctional Probation Supervisor to \$52,624 and Correctional Probation Sr Supervisor to \$57,886 including benefits for 12 months. PeopleFirst data as of December 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant.
<b>Article 25, Section 8:</b> Provides all members of the bargaining unit with overtime pay including members who are the rank of Correctional Probation Supervisors, Correctional Probation Sr. Supervisors, Correctional Officer Lieutenants and Correctional Officer Captains.	Indeterminate	



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Bean, Alternating Chair  
Representative Rodriguez, Alternating Chair

**Meeting Packet  
Materials submitted by:  
Bargaining Units**

Friday, January 21, 2022  
8:00—10:00 a.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Wilton Simpson  
President



### *Union's Impasse Position*

The Union and the State are at Impasse on two items: Article 16 – Telecommuting (currently Vacant) and Article 25 – Wages.

#### **Article 16 – Telecommuting**

Telecommuting has become an important tool for the State in providing uninterrupted services to Floridians during the pandemic. To date, when possible, many State Agencies avail themselves of telecommuting to meet their responsibilities to citizens and safe working conditions for employees. Florida Statute 110.171 dictates the parameters for telecommuting programs established by State Agencies. The Union's proposal is to expose, via the Labor Agreement this relatively unknown statute and thus codify telecommuting programs throughout the State that meet the requirements of the law. The Union's proposal does not try to change the law, improve upon the law, or complain about the law. The Union has simply proposed, to dispel misinformation over telecommuting, that Article 16 provide as a point of information a link to the law.

#### **Article 25 – Wages**

It is the Union's position that a 4.5% across the board salary adjustment is a reasonable request on behalf of a workforce that has and continues to give their all for the State of Florida and our citizens. We are weathering the pandemic and the increased workload created by the pandemic and economic upheaval which includes the high level of inflation we are all experiencing. Workers have stepped up to the plate in dealing with the surge in unemployment claims, assisting in vaccination programs, school shutdowns, and have demonstrated that in fact, for the State of Florida to function and keeping state services functioning for residents. Our state workers have demonstrated that they are essential for the State of Florida to function and serve citizens.

The Governor has recognized the value of state workers by adding \$225 million dollars to his proposed budget for wage increases. That allocation should go to raise the standard of living for

state workers, some of whom languish in poverty, and others whose career earnings have been suppressed, leading to a brain-drain to outside employers.

- Purchasing power and standard of living for non-exempt, non-management state personnel continues to decline.
- Affordable housing options have been diminished in many regions of the state.
- The gap between the average salaries for state employees and public sector employees continues to grow.

While Florida remains a destination of choice for migration from other states and countries, our treatment of those who work for residents continues to hold the exasperated and shameful standing of:

- Florida has one of the lowest ratios of public employees per residents of the fifty states.
- Florida has one of the lowest payroll costs for state employees per residents of the 50 states.

State employees have been asked to absorb the work of their peers who have not been replaced as turnover is high. Please remember that besides absorbing the work of employees leaving with some not being replaced, state workers are also dealing with the increase of workload due to Florida's continued population growth. They have complied and are meeting the public's needs and they deserve recognition as the essential employees they are.

We ask that the Legislature, starting with this Committee, recognize the important, detailed, and good work state workers do every day. The Union asks:

- That the Governor's proposal in the budget of increases for state workers include a 4.5% across-the-board increase that totals roughly \$106 million dollars – far less than the \$225 million dollars that the Governor proposed.
- The Union also asks that the Labor Agreement incorporates the link to State Statute 110.171 to provide clear information as to telecommuting programs.

Respectfully Submitted,

Hector R. Ramos, Coordinator  
AFSCME Florida Council 79  
Region 2

Article 16

TELECOMMUTING

Telecommuting shall be conducted in accordance with Florida Statute 110.171 which may be found at the following link:

<https://www.flsenate.gov/laws/statutes/2011/110.171>.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida, Council 79

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Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with authority provided in the Fiscal Year ~~2021-2022~~ **2022-2023** General Appropriations Act.

**SECTION 2 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2021-2022~~ **2022-2023**, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized 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.

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

Permanent Career Service employees may 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 Section 8 of the General Appropriations Act for Fiscal Year ~~2021-2022~~ **2022-2023**, 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 5 – Competitive Pay Adjustments**

**In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023,**

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

\_\_\_\_\_  
Date

**effective July 1, 2022, all eligible employees shall receive a pay adjustment of 4.5 percent (4.5%) based on the employees' June 30, 2022, base rate of pay.**

SECTION 6 – Pay Adjustments In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, employees shall be provided the following pay increases:

(A) Department of Juvenile Justice

Employees in the following classes shall be provided an increase to bring their respective salary to the new minimum base salary of:

- (1) Juvenile Detention Officer I (5711) and Juvenile Detention Officer II (5712) to \$35,360
- (2) (2) Juvenile Probation Officer (5965) and Senior Juvenile Probation Officer (5966) to \$39,520

(B) Department of Children and Families, Children Legal Services

Employees in the following classes shall be provided an increase to bring their respective salary to the new minimum base salary of:

- (1) Paralegal Specialist (7703) to \$37,000
- (2) Government Operations Consultant I (2234) to \$40,000

(C) Department of Revenue, Child Support Program

Employees in the following classes shall be provided a \$2.50 per hour pay increase:

- (1) Revenue Specialist I (1699)
- (2) Revenue Specialist II (1700)
- (3) Revenue Specialist III (1701)
- (4) Operations Analyst I (2209)
- (5) Quality Control Analyst (5890)

**For the State**

**For AFSCME**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

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Date

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Date

- (6) Legal Assistant (3126)
- (7) Operations Analyst II (2212)

(D) Department of Revenue, Property Tax Oversight Program

Employees in the following classes shall be provided a salary market adjustment to bring their respective salary to the new median annual salary of:

- (1) Appraiser II (4472) to \$45,281
- (2) Appraiser Specialist (4473) to \$49,815
- (3) Senior Appraiser (4461) to \$61,724

(E) Department of Revenue, General Tax Program

Employees in the following classes shall be provided an increase to bring their respective salary to the median annual salary of:

- (1) Revenue Specialist I (1699) to \$29,280
- (2) Revenue Specialist II (1700) to \$31,242
- (3) Revenue Specialist III (1701) to \$33,204
- (4) Tax Specialist I (1703) to \$41,196
- (5) Tax Specialist II (1704) to \$43,416
- (6) Tax Auditor I (1503) to \$40,284
- (7) Tax Auditor II (1506) to \$41,496
- (8) Tax Auditor III (1509) to \$45,636
- (9) Tax Auditor IV (1510) to \$51,516
- (10) Tax Auditor V (1511) to \$58,644

(F) Agency for Health Care Administration

Employees in the following classes shall be provided a competitive pay adjustment to increase their current base rate of pay by the corresponding percentages:

- (1) 5% to Administrative Assistant I (0709)

**For the State**

**For AFSCME**

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Michael Mattimore  
State's Chief Labor Negotiator

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

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Date

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Date

- (2) 5% to Administrative Assistant II (0712)
- (3) 5% to Administrative Secretary (0108)
- (4) 15-24% to Architect (4518)
- (5) 10-14% to Architect Intern (4517)
- (6) 16-34% to Engineering Specialist III (4633)
- (7) 17-32% to Professional Engineer II (4600)

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos, Chief Negotiator  
AFSCME Florida Council 79

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Date

**Article 25  
WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. ~~In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each~~ Each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

**SECTION 4 – Pay Increases**

~~In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, e~~ Employees in the bargaining unit, including employees in the following classes shall receive a pay increase of up to \$2,500, effective July 1, 2022.

Michael Mattimore  
State’s Chief Labor Negotiator

Michael T. Brennan  
President

Date

Date

- (A) Multi-Engine Reciprocal Aircraft Pilot (6568); Single Engine Reciprocal Aircraft Pilot (6570); Firefighter Rotorcraft Pilot (6577); Forest Ranger (7609); and Senior Forest Ranger (7610) in the Department of Agriculture and Consumer Services.
- (B) Fire Protection Specialist (8804) in the Agency for Health Care Administration.
- (C) Firefighter (6411) and Firefighter Supervisor (6412) in the Department of Children and Families.
- (D) Field Representative – Fire Fighter Standards and Training (1360); Fire College Instructor Supervisor – Fire Fighter Standards and Training (1364); Field Representative Supervisor – Fire Fighter Standards and Training (1366); and Fire Protection Specialist (8804) in the Department of Financial Services.
- (E) Firefighter (6411); Firefighter Supervisor (6412); Forest Ranger (7609); and Senior Forest Ranger (7610) in the Department of Military Affairs.
- (F) Fire Protection Specialist (8804) in the School for the Deaf and the Blind.

### **SECTION 5 – 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 2022-2023 General Appropriations Act.

### **SECTION 6 – Compensation Parity**

Notwithstanding any compensation increase of any kind provided for in this Agreement, if any current or newly hired State law enforcement employees receive compensation increases of any kind, including but not limited to, performance pay, compression pay, pay increases, retention bonuses or hiring bonuses, greater than the compensation provided to unit employees for any portion of Fiscal Year 2022 – 2023, bargaining unit employees shall receive a similar increase.

Michael Mattimore  
State's Chief Labor Negotiator

Michael T. Brennan  
President

Date

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

Web pages for reference to Articles presented by Florida State Fire Service Association Local S20.

Article 25 Wages:

<https://share.newsbreak.com/37jc9py5>

<https://www.facebook.com/206231699405659/posts/5264635053565273/?sfnsn=mo>

<https://pubmed.ncbi.nlm.nih.gov/31764604/>

<https://oeh.tandfonline.com/doi/abs/10.1080/15459624.2018.1540873#.YXecnbcpDGN>

<https://share.newsbreak.com/2176701p>

<https://share.newsbreak.com/2j1tj4v1>

<https://wildfiretoday.com/2021/10/19/legislation-announced-to-raise-pay-for-federal-wildland-firefighters-to-at-least-20-an-hour/>

<https://share.newsbreak.com/1u791xy3>

<https://www.winknews.com/2021/07/14/report-shows-high-rent-prices-making-it-hard-to-live-in-swf-much-of-the-state/>

Article 29 Health & Welfare:

<https://pubmed.ncbi.nlm.nih.gov/31764604/>

<https://www.sciencedirect.com/science/article/abs/pii/S001393511930194X>

<https://oeh.tandfonline.com/doi/abs/10.1080/15459624.2018.1540873#.YXecnbcpDGN>

<https://www.usfa.fema.gov/blog/ig-052721.html>

<https://www.researchgate.net/publication/332005536> Wildland firefighter smoke exposure and risk of lung cancer and cardiovascular disease mortality

<https://blogs.cdc.gov/niosh-science-blog/2020/09/28/wildland-firefighter-health/>

<https://www.fs.usda.gov/pnw/publications/wildland-firefighter-smoke-exposure-and-risk-lung-cancer-and-cardiovascular-disease-0>

<https://wildfiretoday.com/2021/06/11/a-brief-look-wildland-firefighter-smoke-exposure-and-risk-of-lung-and-cardiovascular-disease/>

[https://m.facebook.com/l.php?u=https%3A%2F%2Fgrist.org%2Fhealth%2Fgrowing-body-of-research-points-to-reproductive-health-problems-for-female-firefighters%2F&h=AT0HJFe2iOtD2JVZ60IPvmGwqmKJ-bN5ad87TfJBAo-AVVhr1uO-lbQ2Pb2VCtrYk4-aBNndqgRKF9TorpUB2Oo5pKlu-RpAPCa9aolxabSYHvrl-gMtoAA-R7HLj-SLY\\_tx3lqugaNoHu9Bnw](https://m.facebook.com/l.php?u=https%3A%2F%2Fgrist.org%2Fhealth%2Fgrowing-body-of-research-points-to-reproductive-health-problems-for-female-firefighters%2F&h=AT0HJFe2iOtD2JVZ60IPvmGwqmKJ-bN5ad87TfJBAo-AVVhr1uO-lbQ2Pb2VCtrYk4-aBNndqgRKF9TorpUB2Oo5pKlu-RpAPCa9aolxabSYHvrl-gMtoAA-R7HLj-SLY_tx3lqugaNoHu9Bnw)

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January 11, 2022

Representative Anthony Rodriguez  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining

[anthony\\_rodriguez@myfloridahouse.gov](mailto:anthony_rodriguez@myfloridahouse.gov)

Senator Aaron Bean  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining

[bean.aaron.web@flsenate.gov](mailto:bean.aaron.web@flsenate.gov)

Re: Collective Bargaining Impasse between  
Florida Nurses Association and State of Florida

Dear Chair Bean, Chair Rodriguez, and Committee Members,

This office represents the Florida Nurses Association/Office and Professional Employees International Union, Local 713, AFL-CIO (“FNA”). In turn, 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 in the COVID battle, the FNA hereby submits the written “testimony” of the Bargaining Unit President, Deborah Hogan, R.N. [Attachment “A”], a summary of its contract proposals and impasse positions, [Attachment “B”], and a selection of some pertinent press clippings. For the reasons stated, the FNA does not intend to appear in person before the Committee.

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. Since February of 2020 the primary focus, as we all know, has been on caring for the millions of Floridians impacted by the **Coronavirus Pandemic**. In past years 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 Anthony Rodriguez  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 11, 2022

Senator Aaron Bean  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 11, 2022

These 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.

The critical contract issues now at impasse, and the FNA's latest proposals regarding them, are:

1. **\$1,000.00 COVID BONUS**

Last year (2021) the Legislature appropriated a \$1000 bonus for the State's "First Responders to COVID pandemic." The "first responders" who were inexplicably overlooked were the state professional health care employees who served on the front lines in the war against the virus. This year the Governor has again proposed a \$1000 bonus for "First Responders" incredibly excluding the health care professionals. The legislature must not let this tragic oversight happen a second time.

2. **Article 25 - Wages**

The members of this bargaining unit have had only one real wage increase during the past nine years. Such a situation is unacceptable by any standard. The FNA proposes a modest 5% across-the-board salary increase in addition to a scaled employment anniversary date wage increase (1% to 3%) based on the employees' years of service with the State. The FNA's across-the-board cost-of-living increase falls far short of making amends for the past nine years of salary neglect. The scaled raises for years of service addresses the ills of salary compaction and compression caused by the lack of upward wage mobility for senior employees. [See Attachment "A"] The Governor's response is "no" to a guaranteed across-the-board increase. In return, he offers the possibility of pay adjustments, but only if the Agencies see fit to do so, and if they put enough money aside to fund such increases. Thus, he offers no guarantee of any salary improvement in the coming year.

3. **Article 23 - Hours of Work/Compensation Time**

The FNA proposes to reinsert previous contract language addressing work during emergency conditions and disasters. Those provisions previously provided the terms and conditions for the compensation of first-responder efforts during emergencies (e.g.: the manning of shelters before, during and after hurricanes). The State unilaterally removed said language during a previous negotiation impasse procedure. The old provisions worked well by setting forth clear instructions as to whom and when additional compensation would be provided. Without these provisions there has been confusion and unequal application of overtime payments following emergency situations. The FNA maintains its proposal to reinsert the "old" language from prior contracts as Sections 6 & 7 of Article 23. [See: Attachment "A."]

Representative Anthony Rodriguez  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 11, 2022

Senator Aaron Bean  
Alternating Chair  
Joint Select Committee on  
Collective Bargaining  
January 11, 2022

4. Article 26 - Differential Pay

For years, the FNA has urged the State to increase the amount paid for night shift differential in the state hospitals and residential care facilities. The current \$1.00 per hour is far below the differentials paid in other institutional settings. This situation has caused the State to hire temporary staffing replacements at an even higher cost when situations arise when state employees cannot make themselves available for duty. The current FNA proposal is to raise the differential payment to \$5.00 per hour - an amount still below comparable rates at other institutions; but a budget affordable improvement.

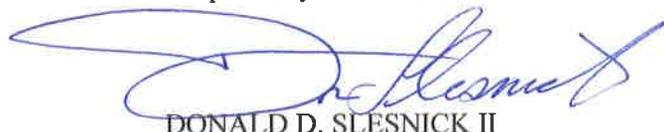
IN SUMMARY:

As the legislature begins its 2022 session, the FNA urges all 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.

**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 Pandemic 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 employees and the citizens of Florida.

Respectfully submitted,



DONALD D. SLESNICK II  
FNA Labor Counsel

Submitted to: [SenateGovOversightandAccountability@flsenate.gov](mailto:SenateGovOversightandAccountability@flsenate.gov)

Attachments:

- A. Statement of Bargaining Unit President, Deborah Hogan
- B. FNA Contract Proposals and Impasse Positions
- C. Assorted Press Clippings

cc: Deborah Hogan, R.N., State Unit President: [capitallass@hotmail.com](mailto:capitallass@hotmail.com)  
John Berry, Director of Labor Relations, FNA: [jberry@floridanurse.org](mailto:jberry@floridanurse.org)  
Michael Mattimore, Esquire, Attorney for DMS: [mmattimore@anblaw.com](mailto:mmattimore@anblaw.com)  
Sharon Larson, Director, DMS: [sharon.larson@dms.fl.gov](mailto:sharon.larson@dms.fl.gov)  
Joe McVaney, Joint Select Comm. Staff Dir.: [senategovoversightandaccountability@flsenate.gov](mailto:senategovoversightandaccountability@flsenate.gov)  
Tamra Redig, Sr. Administrative Assistant, Gov't Oversight: [tamra.@flsenate.gov](mailto:tamra.@flsenate.gov)

## Support for Our State Health Care Workers

Our FNA Health Care Professional Bargaining Unit is composed of a diverse group of dedicated public health professionals –Registered Nurses, APRN's, Nurse Epidemiologists, Nutritionists, Nutrition Counselors, Dentists, Psychologists and Mental Health Counselors. Their goal is to protect the health of all the people here in the state of Florida. As always, but especially during our current Pandemic, that means working to prevent disease, protect peoples' health and save lives!

As public health professionals, they are first responders- testing, tracking cases to control the spread of disease and providing the life-saving vaccines – not just for COVID, but for 14 other communicable diseases! Our Epidemiologists' monitoring protects us all from for many diseases. In our state hospitals, our health care professionals care for the wards of our state. In our public health department clinics, they provide preventive care for all of our residents, but especially for the underserved population. In AHCA, nurses monitor for compliance with state statutes that prevent disease and promote health in many institutions and nursing homes throughout the state. Our state health care professionals protect millions of people by their efforts every day!

Right now, they need our help and support. As we enter the third year of this Pandemic, our public health professionals are exhausted!

The number of professional state health care workers has been seriously depleted, with large numbers of vacancies in every agency. Due to our low salaries, with no annual increases to combat inflation, our Agencies cannot compete with other health care institutions who are hiring nurses. In order to cover the vacant shifts, state agencies are forced to hire nurses from staffing agencies and pay them higher salaries than the state employees who have worked in the institution for years. As a result, we lose even more nurses, who leave due to this unfair wage discrepancy!

The pressure of the pandemic has taken its toll also. As with all health providers dealing with controlling the COVID outbreak and protecting our population, the demands are constant and ongoing. In addition, working with the public in a public health capacity can bring negative responses, even though the goal of the intervention is to save lives! Exposure to COVID infection is also a concern, for both the professional and their family. Thus, our employees are exhausted, both physically and emotionally.

Please support our state professional employees. Last year, when other union members received bonuses, none were given to our public health first responders who work on the front lines to protect all of us every day. **Please support bonuses for the state health care professionals in this year's budget!**

Most importantly, **show our health care professionals that they are valued, and that their efforts are appreciated by giving them a pay increase this year**, which will help them deal with higher inflation, and make hiring to fill the vacancies easier. Our state is facing many health challenges. Only with the committed group of health experts that we now have can we meet these challenges!

Thank you for your attention and your support!

Sincerely,



Deborah Hogan, RN, MPH  
President, FNA HCP Bargaining Unit

**EXHIBIT A**

# The State of Florida

and

## Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO

### Union Contract Proposals: September 30, 2021

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

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

When, pursuant to the Personnel Rules, an employee is determined to be necessary for providing essential services in those facilities which have been closed under Executive order for emergency conditions or; is required to work on an observed holiday; or, is required to work extra hours during a holiday work week or pay period, the employee shall be compensated as described below. Compensation and any leave usage or credit shall be determined at the end of the 40 hour work week for included employees and pay period for excluded employees on an hour-for-hour basis.

(A) Work during declared emergency conditions by Executive Order:

- (1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.
- (2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.
- (3) At the end of the work week or pay period, as appropriate, employees shall be compensated in the following order:
  - (a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the work week or pay period, employees will be compensated for all overtime earned;
  - (b) If the hours actually worked are still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:
    1. Any annual leave, sick leave, or regular compensatory leave had been approved;

*EXHIBIT B*

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.
- (c) In addition to the above, the employee providing essential services shall receive disaster compensation to be paid at the employee's current regular hourly rate of pay for each hour worked while the facility is closed by order of the Governor, regardless of whether overtime was earned or leave used during the work week or pay period.
- (B) Work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday work week or pay period:
- (1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order, would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed.
  - (2) An employee required to work on a holiday **or weekend, shall be considered "included" under the provisions of the Fair Labor Standards Act and thus eligible for overtime pay** equal to the time worked on the holiday. If the holiday falls on an established workday of less than 8 hours, the employee will be eligible for an 8-hour holiday.
  - (3) An employee, required to work extra hours during a holiday work week, or pay period, shall be eligible for special compensatory leave equal to the number of extra hours worked.
  - (4) At the end of the work week or pay period, as appropriate, the employee shall be compensated in the following order:
    - (a) The employee shall first be credited with time actually worked;
    - (b) Eligible special compensatory hours during the work week/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the work week/pay period. Any remaining eligible special compensatory leave hours shall be converted to special compensatory leave credits;
    - (c) If the employee is still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:
      1. Any annual leave, sick leave, or regular compensatory leave that had been approved;

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.
- (C) Administrative leave shall not count as hours worked for overtime purposes.
- (D) The representatives of the Association shall have the opportunity to consult with each agency employing unit members on the Agency's Emergency Comprehensive Plan with regard to compensation and overtime pay during declared emergencies. Benefits provided for in an agency's Emergency Comprehensive Plan as a result of the consultation may differ from the terms of this section.

### **New Section 7- Department of Health Employees and Emergency/Disaster Compensation**

- (A) The Florida Nurses Association (herein the "FNA") and the State of Florida desire to recognize the sacrifices of those employees who serve in the capacity of health care professionals during a declared emergency. The provisions of this section apply to this Unit's professional health care employees who are employees of the State of Florida Department of Health.
- (B) When health care professional employees in the Department of Health are deployed to perform services during a declared emergency, but their regular work location is not closed, the following compensation arrangement will be implemented:
- (1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.
  - (2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.
  - (3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of health care and assistance during the emergency or disaster, involving an increase in "included" type duties.
  - (4) Employees who work at their home agency work location or whose home agency work location is closed as a result of a declared emergency or disaster will not be considered "included" but rather will continue to be compensated in accordance with this agreement.
  - (5) The ability to provide this compensation is in furtherance of the existing policies on connecting employees to included status on a temporary basis in these circumstances.
- (C) An alleged violation of the provisions of this section can be grieved in accordance with the grievance and arbitration process included in Article 6, Grievance Procedure, of this agreement.

## Article 25: Wages

**Section 1-** Effective July 1, 2022, 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.

All Health Care Professionals will receive an across the board increase of **five percent (5%)** effective the first pay period in July 2022.

### **New 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 amend its wage proposal upon the issuance of the Governor’s proposed budget and to open one additional Article for modification as provided for by the terms of Article 35.**

## ARTICLE 7 (L)

When an Employee covered by this Collective Bargaining Agreement is considered for disciplinary action pursuant to Section 110.227 Florida Statutes, Rule 60L-36.005 Florida Administrative Code or Departments Discipline Policy and a proposed disciplinary letter is issued to said employee and contains historical references to previous discipline as aggravating circumstances (except for counseling which are by Rule not discipline), the document must also contain historical references to any mitigating circumstances on behalf of the employee such as Meets Expectations and Above Expectations or higher performance appraisals, commendations, and accolades received by the employee.

MIAMI HERALD 1/10/22



# Nurses expected back aren't all coming

BY LAUREN LAMB

"We're in a strange time," said Carol Biggs, chief nursing officer of Jackson Health Systems. "We assumed that once the covid numbers dropped, the nurses would come back home," she said, addressing the issue of travel nursing for local hospitals.

During the peak of covid many nurses chose early retirement or took on different careers, according to the Florida Phoenix. During that peak, nurses were at a shortage.

According to the U.S. Bureau of Labor Statistics, nurses in Miami make on average \$72,300 a year, which is 9% less than the national average salary at \$80,010. Nurses began signing

with travel nursing agencies and moving to states that paid more.

"This is a national problem for hospitals, not just Miami. Even though nurses come back home and the number of agencies has decreased, they are staying with their travel agencies," Ms. Biggs said. "They are local travelers."

During the pandemic, a lot of Jackson Health's employees were working remotely, according to Ms. Biggs. "Obviously, on the clinical side we cannot do remote work. But some remote work went well for various departments."

Staff meetings were better attended because Zoom allowed more employees to participate, she said. "What we offer educationally has also done well

remotely. No matter where the employees are in the community, they can participate in our education."

"Telemedicine has come out during the pandemic and is positive. At the beginning there was some struggle with insurance to pay for telemedicine, but the pandemic moved it to the front of the line. It's covered by insurers and around to stay," Ms. Biggs said.

"Our elective operations are totally back to normal. At this point we have a small number of covid patients," Ms. Biggs said. "During the peak, more than half of patient care units were covid patients. But right now, Jackson Memorial Hospital has one critical care unit patient and half of the medical surge unit."

MIAMI HERALD

## HEALTH



PEDRO PORTAL pportal@miamiherald.com

Eva Mcaliley, 12, gets her first Pfizer's Covid-19 vaccine shot from Nurse Katiana Legagneur at the South Miami Children's Clinic on May 15.

## MEDICAL CARE

# Report: Florida will be short 60,000 nurses by 2035

BY KIRBY WILSON

Herald/Times Tallahassee Bureau

## TALLAHASSEE

Florida didn't have enough nurses before the COVID-19 pandemic. It doesn't have enough nurses today. In a decade and a half, the shortage could be catastrophic.

That's the main takeaway from a report commissioned by the Florida Hospital Association and the Safety Net Hospital Alliance of Florida on the nursing shortage in the Sunshine State. With too few

industry say. It also requires a robust educational pipeline. Colleges and universities have to be able to hire enough faculty members to train thousands of new nurses every year.

## PANDEMIC LED TO NURSES FLEEING STATES

The coronavirus pandemic, which has killed more than 56,000 Floridians, disrupted all of that. Many nurses fled the trauma of the emergency department or took better paying travel nurse jobs in other cities or other states. Multiple school years disrupted by out-

unique to Florida, Mayhew noted. But as the state — particularly its senior population — continues to grow rapidly, its nursing workforce must grow with it. That's not happening. According to the report, Florida would need to add 4,000 more nurses to the workforce per year for the next decade and a half in order to achieve adequate staffing levels by 2035.

Willa Fuller, executive director of the Florida Nurses Association, said nurses are not primarily motivated by money. It's a mission-driven profession.

matic, Fuller said.

Even during non-pandemic times, if Florida wants to keep nurses on board, it has to make the profession less monotonous, Fuller said. Nurses face too much red tape, and too many minor bureaucratic tasks that prevent them from caring for patients, she said.

"We have to make nursing a profession where, when you leave, you might be tired, but you leave feeling satisfied and accomplished," Fuller said.

Marissa Lee, a registered nurse at Osceola Regional

Wednesday, Lee, a member of the union National Nurses United, said she got a call from her boss asking her to work on her day off. She declined, then coached the interviewer.

Lee disputed a characterization that hospitals are motivated primarily by greed. She noted that hospitals "jumped through hoops" to get personal protective equipment during the early stages of the pandemic, and that infection controls largely kept staff safe. Although staffing is

# In nursing staffing, pandemic makes earlier problems worse

By MONICA CORREA

Florida nurses are increasingly fleeing their jobs as the pandemic has aggravated burnout and stress levels in the healthcare profession.

Staffing hospitals and small medical practices with nurses, whose profession is projected to have a supply of 53,700 registered nurses working full-time in Florida by 2030, is proving to be challenging, said Vernon Langford, certified family nurse practitioner and president of the Florida Association of Nurse Practitioners.

"The pandemic just exploited the problems we already had," Mr. Langford said. "And given the increasing age in nurses, you're asking those nurses to do more and more of what they can."



Vernon Langford

The average age of registered nurses is 51, according to a national workforce survey by the National Council of State Board of Nursing. "Healthcare facilities have chosen the business model of 'do more with less,'" he said. "So, that means less personnel, less nursing assistants to help. The nurses are forced to do all the extra work with no extra pay."

Dade County Medical Association president and chief medical doctor of Keralty Hospital in Miami Jose David Suarez said there are not enough nursing assistants who help nurses, so now nurses have to do other duties they were not asked to do before.

"It's a domino effect," Dr. Suarez said. "The nurses need support from doctors, from assistants, from x-ray people, from the respiratory department. A lot of the times, nurses were asked to take care of respiratory

duties and give treatments."

Nurses are realizing, especially in the unsafe environment that is healthcare during a pandemic, Mr. Langford said, that they could do other things that do not put them at risk and will not lead to high stress or depression.

"Nurses are in a bad way, unfortunately," he said. "And it's not a thing that wasn't foreseen. Now, with the rising in the aging population of America, not only are more people seeking healthcare, but the complexity of care has increased, and with ever-dwindling resources and facilities unable to provide adequate resources it is hard."

The US Census Bureau projects for 2034 that people of 64 and older are expected to reach 77 million. One in every five Americans will be of retirement age.

"In Florida, the nursing shortage has predated the pandemic," Mr. Langford added. "One of the primary reasons is that the pay here is not good, versus other states up north, or states that have unions. Here you don't have the same access to collective bargaining networks to provide for a better work environment and better pay."

Most right-to-work states have the authority to determine whether workers can be required to join a labor union, according to the National Conference of State Legislatures. But nurse labor unions are not common in Florida.

In addition, Florida rural areas have less access to healthcare. According to the Health Resources and Services Administration, there are only 93 federally qualified health centers and 26 short-term hospitals outside of urbanized areas.

"If you're in the metropolitan areas, you have better access to care," said Mr. Langford. "But once you're about an hour from the larger cities, into rural Florida, the landscape of



*'It's a domino effect.'*

Jose David Suarez

healthcare changes dramatically and the number of nurses and clinicians drops."

It is hard to incentivize nurses if they have unsafe work environments, Mr. Langford said. "They're being asked to do things that make

them feel like they can't provide adequate care to their patients, and that takes an emotional toll and contributes to burnout."

Making the nursing shortage worse, he said, is that the nation has not invested in nursing education, which has been recommended by health organizations for decades.

Last February, the Senate Nursing Caucus reintroduced the Future Advancement of Academic Nursing Act, which would authorize the Health Resources and Services Administration to award grants up to \$1 billion to nursing schools "to ensure nursing education pathways remain strong during current and future public health challenges," according to the bill S.246/H.R.851, which remains untouched.

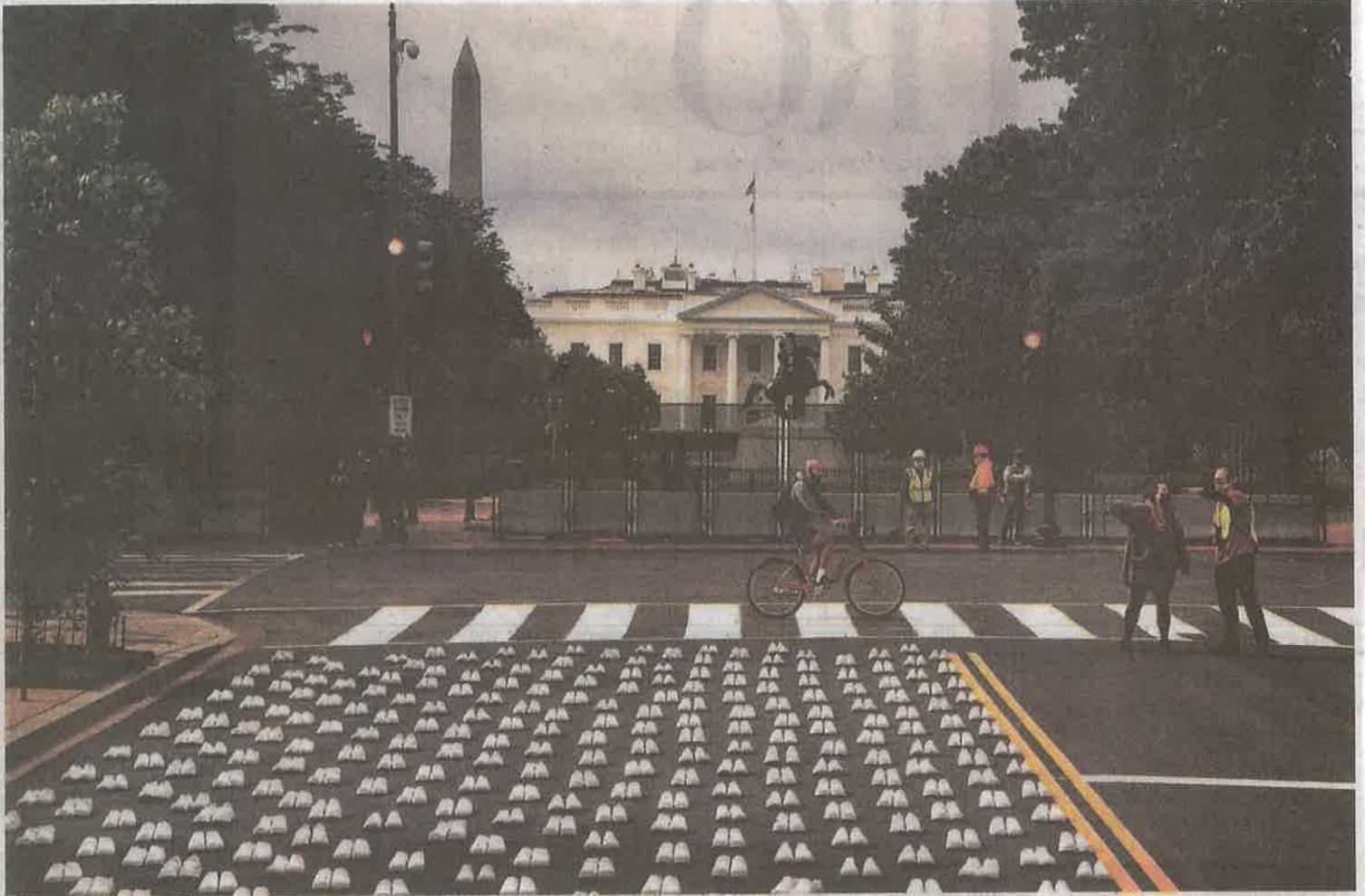
"There isn't a particular facility that is worse than the others, it's across the board," said Mr. Langford. "Because in a for-profit

healthcare system the bottom line is, the fewer nurses you have the more money you can save, but you're requiring those nurses to be superhuman... and that's just piling yourself to burnout."

Dr. Suarez said he sees more nurses wanting to leave the hospital for smaller clinics and outpatient practices or "to avoid the hospital all together. There is a major exodus of nurses going into retirement or other industries where they are paid more for less, with less stress."

The World Health Organization declared 2020 the International Year of the Nurse and the Midwife. The American Nurses Association extended those tributes to this year.

"But it highlighted nurses without fixing anything," Mr. Langford said. "We don't want recognition, we want solutions. We prefer not to be drowning every day."



PHOTOS BY DEMETRIUS FREEMAN/THE WASHINGTON POST

### Honoring nurses lost to covid

National Nurses United set out 402 pairs of shoes at Black Lives Matter Plaza in D.C. on Wednesday to commemorate nurses who have died of covid-19. In the past year, at least 3,000 health-care workers, many of them nurses, have died of the disease caused by the coronavirus. A recent Washington Post-Kaiser Family Foundation poll found that 3 in 10 health-care professionals are considering quitting.



THE WASHINGTON POST · THURSDAY, MAY 12

5/13/21



**Federation of Physicians and Dentists**  
14911 Main Street, #2  
Alachua, Florida 32615  
(800) 373-5777



January 11, 2022

Honorable Senator Aaron Bean, Chair  
Joint Select Committee in Collective Bargaining  
Florida Senate  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Honorable Representative Anthony Rodriguez, Chair  
Joint Select Committee in Collective Bargaining  
Florida House of Representatives  
402 South Monroe Street  
Tallahassee, FL 32399-1300

**Re: State of Florida and FPD and SEAG  
Collective Bargaining Impasse**

Dear Honorable Senator Bean and Honorable Representative Rodriguez:

The Federation of Physicians and Dentists (“FPD”) and State Employees Attorneys Guild (“SEAG”), NUHHCE, AFSCME, AFL-CIO, have reached an impasse with the State of Florida in their most recent reopener negotiations in the final year of the applicable collective bargaining agreements. FPD has two collective bargaining agreements with the State – one covering approximately 1,000 Supervisory Non-Professional Employees, and one covering approximately 100 Physicians. SEAG has one collective bargaining agreement with the State covering approximately 675 Attorneys and Senior Attorneys.

During negotiations, the parties discussed on wages and insurance. The parties reached a tentative agreement on insurance, but remain apart on wages. Enclosed is a chart providing the FPD’s and SEAG’s last proposals, compared with the State’s proposals, and an explanation supporting the FPD and SEAG’s proposals.

Very truly yours,

*Henry Santana*

Henry Santana, Executive Director  
FPD and SEAG, NUHHCE, AFSCME, AFL-CIO

**Non-professional Supervisory Bargaining Unit**

**FPD Proposal**

**Article 25  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, 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 – Competitive Pay Adjustments**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022, base rate of pay. The minimum annual full-time salary shall be \$30,000.

**State Proposal**

**Article 25  
WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full-time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

<p><b>FPD Explanation</b> – The FPD’s proposal recognizes the ability of the Agency Heads, within their discretion, to grant merit pay increases based on an employee’s exemplary performance, consistent with the State’s proposal as well as the Governor’s recommended budget. The FPD’s proposal proposes an increase to the minimum salary to \$30,000, and a four percent (4%) wage increase for all bargaining unit employees, which is consistent with the Governor’s recommended budget. While the State proposes to allow for the agencies to make adjustments to address compression, retention, or pay inequities, it provides no explanation of how or whether that process will happen. The FPD’s proposal increases the minimum salary, and provides an across-the-board increase for incumbent employees which will satisfy concerns regarding compression, retention and pay inequities.</p>	

**Physicians Bargaining Unit**

**FPD Proposal**

**Article 18  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023, 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 – Competitive Pay Adjustments**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022 ~~2020~~, base rate of pay.

**State Proposal**

**Article 25  
WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 – Minimum Rate of Pay and Compression Pay Adjustments**

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<p><b>FPD Explanation</b> – The FPD’s proposal recognizes the ability of the Agency Heads, within their discretion, to grant merit pay increases based on an employee’s exemplary performance, consistent with the State’s proposal as well as the Governor’s recommended budget. The FPD’s proposal proposes a four percent (4%) wage increase for all bargaining unit employees, which is consistent with the Governor’s recommended budget. While the State proposes to allow for the agencies to make adjustments to address compression, retention, or pay inequities, it provides no explanation of how or whether that process will happen. The FPD’s proposal provides an across-the-board increase for incumbent employees which will satisfy concerns regarding compression, retention and pay inequities.</p>	

**Attorneys and Senior Attorney Bargaining Unit**

**SEAG Proposal**

**Article 18  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, 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 – Pay Increase**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022, base rate of pay.

**State Proposal**

**Article 18  
WAGES**

**SECTION 1 - Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full-time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

<p><b>(A) Department of Children and Families, Children Legal Services</b></p> <p>In accordance with the General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,000; and, (2) Senior Attorney (7738) to \$63,000. Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.</p> <p><b>(B) Department of Health</b></p> <p>In accordance with the General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,500; and (2) Senior Attorney (7738) to \$67,500. Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.</p> <p><b>(C) Department of Business and Professional Regulation</b></p> <p>In accordance with the General Appropriations Act for Fiscal Year 2022-2023, the Attorneys in Class Code 7736 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$52,000, and the Senior Attorneys in Class Code 7738 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$58,223. For employees in that class serving as Condominium Arbitration Attorneys the new minimum salary rate shall be \$60,231.</p>	<p><b>SECTION 3 – Pay Increase</b></p> <p><b>(A) Department of Children and Families, Children Legal Services</b></p> <p>In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,000; and, (2) Senior Attorney (7738) to \$60,000.</p> <p><b>(B) Department of Health</b></p> <p>In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, employees in the following classes shall be provided a pay increase to bring their respective salary to the new minimum salary rate of: (1) Attorney (7736) to \$52,500; and (2) Senior Attorney (7738) to \$67,500.</p> <p><b>(C) Department of Business and Professional Regulation</b></p> <p>In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, the Senior Attorneys in Class Code 7738 shall be provided a pay increase to bring their respective salary to the new minimum salary rate of \$58,223. For employees in that class serving as Condominium Arbitration Attorneys the new minimum salary rate shall be \$60,231.</p>
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Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.	
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**FPD Explanation** – The SEAG’s proposal recognizes the ability of the Agency Heads, within their discretion, to grant merit pay increases based on an employee’s exemplary performance, consistent with the State’s proposal as well as the Governor’s recommended budget. The SEAG’s proposal proposes a four percent (4%) wage increase for all bargaining unit employees, which is consistent with the Governor’s recommended budget. While the State proposes to allow for the agencies to make adjustments to address compression, retention, or pay inequities, it provides no explanation of how or whether that process will happen. The SEAG and the State agree to increase the minimum salaries in the Department of Children and Families, Legal Services, Department of Health and Department of Business and Professional Regulation. However, the SEAG proposes the minimum salary for the Department of Children and Families for a Senior Attorney be \$63,000 instead of \$60,000, and SEAG proposes a new minimum salary of \$52,000 for Attorneys in the Department of Business and Professional Regulation.

KATHLEEN M. PHILLIPS  
MARK RICHARD \*  
OSNAT K. RIND  
CHRISTINA GORNAIL  
LUCIA PIVA  
HOLLY OLIVA-VAN HORSTEN \*\*  
*\*Also Admitted in DC & NY*  
*\*\*Board Certified Labor And Employment Law*



PHILLIPS, RICHARD & RIND, P.A.  
ATTORNEYS AT LAW

OF COUNSEL:  
LIBBY HERRERA-NAVARRETE, P.A.  
PATRICIA IRELAND

January 11, 2022

**VIA ELECTRONIC MAIL - ([senategovoversightandaccountability@flsenate.gov](mailto:senategovoversightandaccountability@flsenate.gov))**  
**& U.S. MAIL**

Joe McVaney, Staff Director  
Joint Select Committee on Collective Bargaining  
The Florida Legislature  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

**Re: Federation of Public Employees Cover Letter- Article 12 Wages and Pay Plan Proposal**

The Federation of Public Employees (“FOPE”) represents employees of the Florida Lottery (“Lottery”) in several classifications. Although an impasse has occurred in the parties’ reopener negotiations, these negotiations are ongoing. The parties are scheduled to meet again on January 20, 2022.

The Union’s proposal seeks, effective October 1, 2022, a 3.5% increase to base pay; to increase the minimum salary to \$37,500; and that all eligible bargaining unit employees receive an annual longevity supplement in the amount of \$1,000 for every 5 years of service. The Union’s proposal is attached hereto.

Although the Florida Lottery is one of the most successful lotteries in the nation, employees’ wages do not reflect their instrumental contribution to that success. Lottery employees have received only three raises since 2007 (in 2013, 2017 and 2020). Those raises were nullified by:

- a 3% increase to required employee FRS contributions in 2011, and
- approximately 35% inflation since 2007 (and about 7% since last year alone).

Thus, in the past fifteen years, Lottery employees and their families have not seen any real wage increase. In fact, they have not even come close to keeping pace with the cost of living, effectively receiving salary decreases year after year. Nevertheless, the Lottery has continued to increase the workload of these employees year after year.

So far, the Lottery has not proposed any wage increases for the 2022-2023 Fiscal Year. Negotiations are ongoing, however, if the parties are unable to reach an agreement, the Union is hopeful that this Committee will resolve this matter in a manner that provides a livable wage increase that gives our hardworking employees the respect they deserve and allows them to support their families.

Respectfully,

*/s/ Lucia Piva*

Lucia Piva, Esq.

Enclosure

Cc: Dan Reynolds, FOPE President  
Jack Marziliano, Business Representative  
J. Wes Gay, Counsel for the FL Lottery

**FOPE WAGES PROPOSAL  
2022-2023**

Effective October 1, 2022:

- The minimum salary for all bargaining unit employees will be increased to \$37,500.
- Bargaining unit employees shall receive an increase of three and a half percent (3.5%) to base pay. The minimum annual increase shall be \$1,000.
- Bargaining unit employees will receive a \$1,000 longevity supplement for every 5 years of service.



**Federation of Physicians and Dentists**  
14911 Main Street, #2  
Alachua, Florida 32615  
(800) 373-5777



January 11, 2022

Honorable Senator Aaron Bean, Chair  
Joint Select Committee in Collective Bargaining  
Florida Senate  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Honorable Representative Anthony Rodriguez, Chair  
Joint Select Committee in Collective Bargaining  
Florida House of Representatives  
402 South Monroe Street  
Tallahassee, FL 32399-1300

**Re: State of Florida and FPD and SEAG  
Collective Bargaining Impasse**

Dear Honorable Senator Bean and Honorable Representative Rodriguez:

The Federation of Physicians and Dentists (“FPD”) and State Employees Attorneys Guild (“SEAG”), NUHHCE, AFSCME, AFL-CIO, have reached an impasse with the State of Florida in their most recent reopener negotiations in the final year of the applicable collective bargaining agreements. FPD has two collective bargaining agreements with the State – one covering approximately 1,000 Supervisory Non-Professional Employees, and one covering approximately 100 Physicians. SEAG has one collective bargaining agreement with the State covering approximately 675 Attorneys and Senior Attorneys.

During negotiations, the parties discussed on wages and insurance. The parties reached a tentative agreement on insurance, but remain apart on wages. Enclosed is a chart providing the FPD’s and SEAG’s last proposals, compared with the State’s proposals, and an explanation supporting the FPD and SEAG’s proposals.

Very truly yours,

*Henry Santana*

Henry Santana, Executive Director  
FPD and SEAG, NUHHCE, AFSCME, AFL-CIO

**Non-professional Supervisory Bargaining Unit**

**FPD Proposal**

**Article 25  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, 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 – Competitive Pay Adjustments**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022, base rate of pay. The minimum annual full-time salary shall be \$30,000.

**State Proposal**

**Article 25  
WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full-time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities.

<p><b>FPD Explanation</b> – The FPD’s proposal recognizes the ability of the Agency Heads, within their discretion, to grant merit pay increases based on an employee’s exemplary performance, consistent with the State’s proposal as well as the Governor’s recommended budget. The FPD’s proposal proposes an increase to the minimum salary to \$30,000, and a four percent (4%) wage increase for all bargaining unit employees, which is consistent with the Governor’s recommended budget. While the State proposes to allow for the agencies to make adjustments to address compression, retention, or pay inequities, it provides no explanation of how or whether that process will happen. The FPD’s proposal increases the minimum salary, and provides an across-the-board increase for incumbent employees which will satisfy concerns regarding compression, retention and pay inequities.</p>	

**Physicians Bargaining Unit**

**FPD Proposal**

**Article 18  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2022-2023, 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.

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**State Proposal**

**Article 25  
WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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.

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**Attorneys and Senior Attorney Bargaining Unit**

**SEAG Proposal**

**Article 18  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2022-2023 General Appropriations Act.

**SECTION 2 – Performance Pay**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, 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 – Pay Increase**

In accordance with the General Appropriations Act for Fiscal Year 2022-2023, effective July 1, 2022, all eligible employees shall receive a pay adjustment of four percent (4%) based on the employees’ June 30, 2022, base rate of pay.

**State Proposal**

**Article 18  
WAGES**

**SECTION 1 - Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 2 – Minimum Rate of Pay and Compression Pay Adjustments**

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Incumbent employees shall have their salary increased to the minimum or by four percent (4%), whichever is greater.	
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# FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

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*The Voice of Florida's Law Enforcement Officers*

January 11, 2022

Via Email ([SenateGovOversightandAccountability@flsenate.gov](mailto:SenateGovOversightandAccountability@flsenate.gov))

Senator Aaron Bean, Co-Chair  
Representative Anthony Rodriguez, Co-Chair  
Joint Select Committee on Collective Bargaining  
Governmental Oversight and Accountability Committee  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Re: **PBA Collective Bargaining Proposals for Law Enforcement Units:  
Florida Highway Patrol, Law Enforcement, and Security Services Unit**

Dear Senator Bean and Representative Rodriguez,

Attached you will find the collective bargaining proposals being submitted by the Florida Police Benevolent Association, Inc., to Governor DeSantis and the Department of Management Services covering three law enforcement bargaining units represented by the Florida PBA: (1) the Florida Highway Patrol Unit (2) the Law Enforcement Unit and (3) the Security Services Unit. The proposals are directed to the specific article and section of the contract sought to be modified by the Association.

Governor DeSantis and the three (3) PBA units above are currently at impasse in each bargaining unit over wages.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

## **CONTACT PERSONS**

Information relating to the PBA proposal is available from four (4) contact persons:

(1) PBA FHP President William "Bill" Smith, [wsmith@flpba.org](mailto:wsmith@flpba.org), (2) PBA State Law Enforcement President Scott Hoffman, [scott@flpba.org](mailto:scott@flpba.org), (3) PBA State Corrections President, James "Jimmy" Baiardi, [jimmy@flpba.org](mailto:jimmy@flpba.org) and (4) PBA Correctional Probation Officers President, Tammy Marcus, [tammv@flpba.org](mailto:tammv@flpba.org).

**Florida Highway Patrol**  
**Wages – Article 25**

The Florida PBA has offered the following wage proposal during current collective bargaining negotiations:

On July 1, 2022, a Career Development Plan will be implemented. The proposed Career Development Plan includes training, community outreach and addresses starting pay, retention issues, and a Trooper's future with their family. The comprehensive proposal helps to address the critical need of the Highway patrol to not only attract new law enforcement officers, but to help retain their employ by rewarding their years of service and dedication to the citizens of Florida. A copy of the proposal and supporting documentation is attached to the letter.

President Smith will attend the public hearing on January 21, 2022, to explain the detailed proposal and answer any questions the committee may have.

**Law Enforcement**  
**Wages – Article 25**

The Florida PBA has offered the following wage proposal during current collective bargaining negotiations:

On July 1, 2022, the following increase in pay will be applied:

- The new FY22 base salary will be increased by 20% and all employees below the adjusted base salary will receive an adjusted increase to the base and receive additional pay increases based upon years of service.
- Less Than 2 years: 0% additional increase
- 2 years- 6 years: 15% increase
- 6 years-11 years: 17% increase
- 11 years-16 years: 19% increase
- 16 years-21 years: 21% increase
- 21 years-26 years: 23% increase
- 26 years and above: 25% increase

Based upon the above percentages, the cost of the pay adjustment for all employees is approximately \$11,535,000.00

Security Services Unit  
Wages – Article 25

The Florida PBA has offered the following wage proposal during the current collective bargaining negotiations:

On July 1, 2022, Security Services bargaining unit members will receive a Competitive Pay Adjustment depending upon the employee's particular employment classification. A 20% competitive pay adjustment to the base rate of pay will be given to the following classes:

- Institutional Security Specialist I (8237) Agency for Persons with Disabilities and Department of Children's and Families.

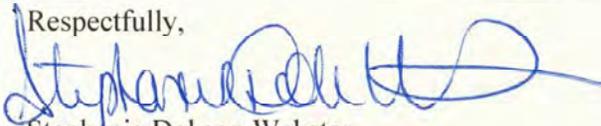
Security Services bargaining members will receive Competitive Pay Adjustments of 25% in the following classes:

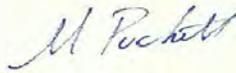
- Institutional Security Specialist II (8238) in the Agency for Persons with Disabilities and the Department of Children and Families; and
- Institutional Security Specialist Shift Supervisor (8240) in the Agency for Persons with Disabilities and the Department of Children and Families.

In addition to the Competitive Pay Adjustments, a Retention Step Plan and a Base Rate of Pay adjustment for Correctional Officers and Correctional Probation Officers are included in the PBA's wages proposal.

This proposal is attached for your review and President Marcus and President Baiardi will attend the hearing scheduled before you on January 21, 2022.

Thank you for your review of the Florida PBA's bargaining proposals. We respectfully ask that you please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida. Such adjustments will serve the interests of the state, its citizens and its law enforcement personnel.

Respectfully,  
  
Stephanie Dobson Webster  
General Counsel

  
Matt Puckett  
Director of Policy and Legislation

Encl(s)

Cc: Michael Mattimore, DMS Chief Negotiator  
William Smith, FHP Chapter President  
Scott Hoffman, SLEO Chapter President  
James Baiardi, State Corrections President  
Tammy Marcus, Correctional Probation Officer President

# **Florida Highway Patrol**

## **Wages – Article 25**

Florida Highway Patrol Chapter  
Of the Florida Police Benevolent Association  
Career Development Plan

FHP/PBA Career Development Plan will include training to be completed each year July 1 through June 30. The training will be either in person training at the Troop headquarters, at the sub-district stations, on line completed on the department issued computers or at the FHP academy. All personal covered under the Career Development Plan will also have to complete 24 hours a year of **Community Outreach Program**. The **C.O.P** program would include but not limited to, local church services, Boys and Girls clubs, public, private and charter schools, volunteering at hospitals, retirement homes or assisting Veterans organizations. Our plan wants to get Troopers more involved in the community. The **C.O.P.** hours could be increased as the patrol fills the vacancies it has, and when it has an increase in new positions of troopers on the road. Also, we are currently developing a “**Trooper For Neighbors**” program.

**The Florida Highway Patrol is at a critical point in its history and the mission of the patrol due to the lack of Trooper Power.** The career Development Plan fixes The Florida Highway Patrol pay issues - starting pay, retention and a Troopers future with their family.

Attached is a list of the training all personal covered under FHP/PBA Career Development Plan will have to complete along with the 24 hours of Community Outreach and maintain a 3.0 score, or higher, on the members annual evaluation.

## Florida Highway Patrol Chapter Of the Florida Police Benevolent Association

Florida Trooper starting pay	\$ 41,917.00	21.83 per hour	Pop 22 mil	126+mil visitors	101 bil budget
Texas Trooper starting pay	\$73,208.00	38.12 per hour	29.7 mil	72.5	248 bil 2 yr budget
Louisiana Trooper	\$50,932.00	26.52 per hour	4.6 mil	53.2	38 bil budget
New York Trooper	\$82,677.00	43.06 per hour	19.3 mil	265.5	212 bil budget
Delaware State Trooper	\$63,071.00	32.84 per hour	990 thsnd	9.2	4.7 bil budget
California Trooper	\$93,060.00	48.46 per hour	39.6 mil	42.0	262.6 bil budget

FHP sent 30 Troopers to Texas for 16 day plus travel for 4 or deployments.

FHP sent 20 troopers to Louisiana to assist with hurricane Ida detail.

Troopers came to work every day during the COVID lock down and did not work from home like many other state workers.

We would like the career development plan to be funded with trust fund monies which DOT receives from DHSMV trust funds. DHSMV generates 2.5 billion dollars every year, of which approximately 1.5 billion dollars goes to DOT. Florida will have nice roads but no troopers to work them. .

22 million residents  
126 million visitors  
3rd largest state and growing  
19 million licensed drivers  
21.9 million registered vehicles

As of this date, we only have 1,146 troopers for 67 counties, 24 hours a day, 7 days a week.

A new trooper with 8 months on in Palm Beach county, starting salary = \$46,917.00. This includes CAD.

The new troopers take-home pay is \$3,037.60 per month.

A senior trooper with 14 years on in Palm Beach county, salary = \$54,651.00. This includes CAD.

The senior troopers take-home pay is \$3,627.45 per month.

## ANNUAL

Hazmat (1 hour)  
Blood Borne Pathogens (1.5 hours)  
Defensive Tactics (4 hours)  
Respirator Protection (0.5 hours)  
Aerosol Subject Restraint (ASR) (0.5 hour)  
Firearms (8 hours)  
Conducted Electrical Weapon (Taser) (4hours)  
Policy and Legal Updates (2 hours)  
Forfeiture (1 hour)  
Evidence and Property (0.5 hours)  
All Hazards Plan (1 hour)  
Quick Reaction Force (QRF) (8 hours)  
Road Closures (0.25 hours)  
Biomedical Waste Management Plan (0.5 hours)  
Dealing with Mentally Ill / Autism (0.5 hour)  
Weapon Retention (4 hours)  
Use of Control (1 hour)  
Mental Health Awareness (1 hour)  
Discriminatory Profiling and Professional Traffic Stops (2 hours)  
Americans with Disabilities (0.75 hour)  
Stress Management and Mental Health (1 hour)  
Domestic Violence (2 hours)  
Juvenile Sex Offenders (2 hours)  
National Traffic Incident Management Response (4 hours)  
Claims of Sexual Harassment (1 hour)  
Critical Incident Response (1 hour)  
Disciplinary Procedures (0.5 hour)  
Drug and Alcohol-Free Workplace (0.25 hour)

Ethics and Personal Responsibility (0.25 hour)  
Fraud Prevention and Detection (0.5 hour)  
Information and Cyber Security (0.5 hour)  
Public Records and Records Management (0.25 hour)  
Title VI (0.25 hour)  
Workplace Safety and Security (0.5 hour)  
Deescalation and Duty to Intervene (16 hours)

### EVERY TWO YEARS

First Responder / CPR (3.5 hours)  
ASP / Expandable Baton (4 hours)  
Active Shooter (8 hours)

### EVERY THREE YEARS

Mobile Field Force (8 hours)  
Lineup, Photo Lineup, Show up (0.5 hour)

**Florida Highway Patrol Chapter  
Of the Florida Police Benevolent Association**

The funding for this career development plan would come from trust fund monies which FOOT receives from DHSMV trust funds. DHSMV generates \$2.5 billion each year and from this FOOT receives \$1.5 billion.

Current Salary Costs    PBA Purposed Salary Costs

Troopers \$ 101,602,327.56	Troopers \$ 133,030,964.00 This includes 240 trooper vacancies
Corporals \$ 13,247,414.18	Corporals \$ 18,448,022.60
Sergeants \$ 23,604,833.61	Sergeants \$ 30,663,555.80

Total \$ 138,454,575.35	Total \$ 182,142,542.40
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Difference            \$ 43,687,967.05

WAGES

SECTION 6- Career Development Pay Plan

Starting Fiscal Year 2022-2023

Troopers	Salary / Increase	Years of service in rank
Academy-	\$ 50917.00	
Probationary Trooper	\$ 55917.00	1 year
Trooper 1	\$ 60917.00	2 years
Trooper 2	10 % Increase	4 years
Trooper 3	15 % Increase	6 years
Trooper 4	10 % Increase	8 years
Trooper 5	7 % Increase	10 years
Trooper 6	7 % Increase	12 years
Trooper 7LI	5 % Increase	15 years
Trooper 8LI	5 % Increase	20 years
Trooper 9LI	5 % Increase	25 years

Corporals/Pilots	Salary/ Increase	Years of Service in Rank
Starting Cpl 1	\$ 72917.00	1 year
Cpl 2	6.5 % Increase	2 years
Cpl 3	6.5 % Increase	4 years
Cpl 4	6.5 % Increase	6 years
Cpl 5	6.5 % Increase	8 years
Cpl 6	6.5 % Increase	10 years
Cpl 7	6.5 % Increase	12 years
Cpl 8LI	5 % Increase	15 years
Cpl 9LI	5 % Increase	20 years
Cpl 10LI	5 % Increase	25 years

Sergeant's	Salary / Increase	Years of Service in Rank
Starting Sgt 1	\$ 80917.00	1 year
Sgt 2	6.5 % Increase	2 years
Sgt 3	6.5 % Increase	4 years
Sgt 4	6.5 % Increase	6 years
Sgt 5	6.5 % Increase	8 years
Sgt 6	6.5 % Increase	10 years
Sgt 7	6.5 % Increase	12 years
Sgt 8LI	5 % Increase	15 years
Sgt 9LI	5 % Increase	20 years
Sgt 10LI	5 % Increase	25 years

The following pages are showing the placement of Trooper's , Corporal's and Sergeant's in the career development plan starting July 1, 2021. This placement also resolves the severe compression issue the Patrol has with years of service. The Florida Highway Patrol is extremely low on man power to properly serve the citizens and visitors of Florida. The Patrol is no longer a pro-active Law enforcement agency, the Patrol is a re-active Law Enforcement agency. This career development plan is the first step in resolving this very concerning issue which is putting the citizens and visitors of the State of Florida in harms way every day .

## TROOPER'S

Academy	50917.00
1.	55917.00 – Probationary
2.	60917.00 – Career Service
3.	63962.85
4.	67008.70
5.	72034.35
6.	77060.00
7.	80913.00
8.	84766.00
9.	87732.81
10.	90699.62
11.	93874.07
12.	97048.59
13.	98666.06
14.	100283.53
15.	101901.01
16.	102920.02
17.	103939.03
18.	104958.04
19.	105977.05
20.	106996.06
21.	108066.02
22.	109135.98
23.	110205.94
24.	111275.90
25.	112345.86

## Corporal's

Starting	72917.00
2.	77656.60
3.	80180.43
4.	82704.27
5.	85392.15
6.	88080.04
7.	90942.64
8.	93805.24
9.	96853.91
10.	99902.58
11.	103149.41
12.	106396.24
13.	108169.51
14.	109942.78
15.	111716.05
16.	112833.21
17.	113950.37
18.	115067.43
19.	116184.59
20.	117301.85
21.	118474.86
22.	119647.87
23.	120820.88
24.	121993.89
25.	123166.94

## Sergeant's

Starting	80917.00
2.	86176.60
3.	88977.33
4.	91778.07
5.	94760.85
6.	97743.64
7.	100920.30
8.	104096.97
9.	107480.12
10.	110863.27
11.	114466.32
12.	118069.38
13.	120037.20
14.	122005.02
15.	123972.84
16.	125212.56
17.	126452.28
18.	127692.00
19.	128931.72
20.	130171.48
21.	131473.19
22.	132774.90
23.	134.076.61
24.	135378.32
25.	136680.05







OPIC	Col		LTC		REG COM		TC/MAJOR		CAPT		LT		SGT		INVEST II		PILOT I		PILOT II		CPL		LEO		Totals (All Sworn)		Comments	
	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled		Auth TBA
Leon	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
GHQ	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Bradford	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Broward	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Clay	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Columbia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Dade	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Duval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Escambia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Hillsborough	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Dixie	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Lee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Leon	1	1	0	2	0	4	0	2	0	8	7	1	4	4	0	3	2	1	0	0	0	0	0	0	0	0	0%	
Marion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Orange	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Palm Beach	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Pasco	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Sarasota	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Polk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
Total	1	1	0	2	0	5	0	3	0	8	7	1	8	8	0	8	7	1	0	0	0	0	0	0	0	0	0%	

Academy	Col		LTC		REG COM		TC/MAJOR		CAPT		LT		SGT		INVEST II		PILOT I		PILOT II		CPL		LEO		Totals (All Sworn)		Comments	
	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled		Auth TBA
Gadsden	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

Troop	Col		LTC		REG COM		TC/MAJOR		CAPT		LT		SGT		INVEST II		PILOT I		PILOT II		CPL		LEO		Totals (All Sworn)		Comments	
	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled	Auth TBA	Auth Pos	Auth Filled		Auth TBA
Troop A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop H	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop I	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop J	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop L	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop N	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop O	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop P	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop Q	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop R	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop S	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop T	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop U	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop V	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop W	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop X	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop Y	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Troop Z	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Total	1	1	0	2	0	5	0	3	0	8	7	1	8	8	0	8	7	1	0	0	0	0	0	0	0	0	0	0%

Total Positions	Col		LTC		REG COM		TC/MAJOR		CAPT		LT		SGT		INVEST II		PILOT I		PILOT II		CPL		LEO		Totals (All Sworn)		Authorized
	Auth Pos	Auth Filled	Auth TBA	Auth Pos																							

Years	Trooper	Corporal	Sergeant	Pilot
0	75	0	0	0
1	131	0	0	0
2	113	1	0	0
3	124	7	0	0
4	88	11	1	0
5	51	6	0	0
6	76	20	1	0
7	44	11	6	0
8	82	12	17	0
9	26	10	11	0
10	80	4	32	0
11	10	1	5	0
12	20	9	15	2
13	11	4	5	0
14	14	3	7	0
15	28	11	12	0
16	23	1	14	0
17	31	2	14	0
18	31	1	11	0
19	20	0	9	0
20	16	2	10	0
21	12	2	4	1
22	17	4	6	0
23	4	2	7	0
24	16	5	8	0
25	7	1	2	1
26	6	2	6	0
27	1	0	1	0
28	8	1	6	0
29	0	1	1	0
30	4	1	2	0
31	7	1	4	0
32	11	1	3	0
33	2	0	2	0
34	0	0	3	1
35	0	1	3	0
36	1	3	1	1
37	3	0	2	1
38	2	1	1	0
39	3	1	0	0
40	0	0	0	0
41	0	0	0	0
42	0	0	0	0
43	1	0	0	0

44	0	0	0	0
45	0	0	0	0
46	0	0	0	0
47	0	0	0	0
48	0	1	0	0

Totals      1199      144      232      7  
                 1116

268 VACANT TROOPER POSITIONS

# FLORIDA HIGHWAY PATROL



**TRAFFIC HOMICIDE INVESTIGATIONS**

**CASES INVESTIGATED BY TROOP**

**YEAR-TO-DATE**

**JAN 1, 2021 THRU DEC 31, 2021**

### NEW 2021 CASES BY TROOP

FLAIR-	37
TROOP A-	218
TROOP B-	171
TROOP C-	345
TROOP D-	354
TROOP E-	100
TROOP F-	309
TROOP G-	202
TROOP H-	58
TROOP K-	48
TROOP L-	143
TOTAL-	2,033

**\*Note: FLAIR Cases in Troop E - 0**



# DEPARTMENT OF TRANSPORTATION

**TARGET**  
**ZERO**  
**FATALITIES & SERIOUS INJURIES**

**Law Enforcement**  
**Wages – Article 25**

Article 25  
WAGES

**SECTION 5 – PAY ADJUSTMENTS**

The new FY22 base salary will be increased by 20%. All employees below the new base salary will receive an adjusted increase to the base and receive an additional percentage increase based on years of service indicted below:

<u>Years</u>	<u>Percentage</u>
<u>Less than 2 years</u>	<u>0%</u>
<u>Less than 6 years</u>	<u>15%</u>
<u>Less than 11 years</u>	<u>17%</u>
<u>Less than 16 years</u>	<u>19%</u>
<u>Less than 21 years</u>	<u>21%</u>
<u>Less than 26 years</u>	<u>23%</u>
<u>Over 26 years</u> <u>26 years and over</u>	<u>25%</u>

Based on the above percentages, the cost of the pay adjustment for all employees is approximately \$11,535,000.00

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Scott Hoffman  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

# **Security Services Unit**

## **Wages – Article 25**

**Article 25**  
**WAGES**

**SECTION 1 – Cash Payout of Annual Leave**

Permanent Career Service employees may 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 2 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023, 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 – Minimum Rate of Pay and Compression Pay Adjustments**

Effective July 1, 2021, the minimum rate of pay for the full time equivalent positions in the unit was established at \$13.00 per hour. In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and upon approval of the agency head, each agency shall make adjustments to address resultant compression, retention or pay inequities. In taking such action, the agencies shall consider the salary levels closest to the new minimum to ensure adequate ratios between pay classes, between salaries of newer employees to longer term employees in the same type of positions, and between employees’ salaries and the salaries of immediate and next level supervisors, and other resulting pay inequities. **All pay/compression adjustments shall be the subject of further negotiations with the bargaining unit.**

**SECTION 4 – Competitive Pay Adjustments**

(A) In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, a competitive pay adjustment of 20% shall be provided to the base rate of pay, as of the last day of the last completed month upon this act becoming law, of entry level sworn law enforcement employees in

**For the State**

**For the PBA**

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

\_\_\_\_\_  
James T. Baiardi Date  
Chapter President, Florida PBA

\_\_\_\_\_  
Tammy Marcus Date  
Chapter President, Florida PBA



(B) This plan will provide a pay increase of ~~\$2,500 to all bargaining unit members with 3 to 5 years of service~~ ~~\$1,000 at two years of service~~, ~~\$3000 to all bargaining unit members 5 to 8 years of service~~, ~~\$4000 to all bargaining unit members with 8 to 15 years~~, ~~\$1,500 at five years of service~~, and ~~\$5000 to all bargaining unit members with over 15 years of service~~ and ~~\$2,500 at eight years of service~~ accrued between the dates of October 1, 2022, and September 30, 2023. ~~Time of service will be defined for the purpose of this section as time within any bargaining unit position of the security services unit.~~

### SECTION 6 – Minimum Base Rate of Pay – Department of Corrections

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2022-2023 and effective upon becoming law, the Department of Corrections is authorized to increase the minimum base rate of pay, as of the last day of the last completed month upon this act becoming law, to \$41,600 for employees in the following classes:

- (A) Correctional Officer (8003) \$41600;
- (B) Correctional Officer Sergeant (8005) \$45760;
- (C) Correctional Officer Lieutenant (8011) \$52624;
- (D) Correctional Officer Captain (8013) \$ 57866;
- (E) Correctional Probation Officer (8036) 41600;
- (F) Correctional Probation Senior Officer (8039) \$47840; and
- (G) Correctional Probation Specialist (8040) \$47840; and
- (H) Correctional Probation Supervisor (4045) \$52,624
- (I) Correctional Probation Sr Supervisor (8046) \$57886

### SECTION 7 – 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 2022-2023 General Appropriations Act.

#### For the State

#### For the PBA

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

\_\_\_\_\_  
James T. Baiardi Date  
Chapter President, Florida PBA

\_\_\_\_\_  
Tammy Marcus Date  
Chapter President, Florida PBA