



Joint Select Committee on Collective Bargaining

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

AMENDED MEETING PACKET

**Monday, March 13, 2023
12:30 PM – 2:30 PM
Reed Hall (102 HOB)**

Committee Meeting Notice

HOUSE OF REPRESENTATIVES

Joint Select Committee on Collective Bargaining

Start Date and Time: Monday, March 13, 2023 12:30 pm

End Date and Time: Monday, March 13, 2023 02:30 pm

Location: Reed Hall (102 HOB)

Duration: 2.00 hrs

Actionable Items

Testimony with respect to issues at impasse.

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.

NOTICE FINALIZED on 03/08/2023 3:55PM by Lacher.Tamara



Joint Select Committee on Collective Bargaining

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

**MEETING PACKET
Materials Submitted:
Department of Lottery**

**Monday, March 13, 2023
12:30 PM – 2:30 PM
Reed Hall (102 HOB)**



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

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

March 8, 2023

VIA ELECTRONIC MAIL

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

Re: Impasse of Collective Bargaining Negotiations for Fiscal Year 2023-2024 between the State of Florida and Bargaining Agents Representing State Employees

Dear Committee Members:

We have enclosed the materials requested by the Joint Select Committee on Collective Bargaining for its public hearing scheduled for March 13, 2023.

This year, the Florida Lottery (“Lottery”) has met and negotiated with the Federation of Public Employees (“FOPE”), to negotiate a new three-year agreement to be effective through June 30, 2026. Despite this being a Successor Year in which all contract articles were open for negotiation, the Lottery and the Union either reached agreement or remained at status quo on all articles with the sole exception of Article 12 – Wages. The Lottery is aware that economic issues for Fiscal Year 2023-2024 are to be resolved pursuant to legislative appropriation through the General Appropriations Act, all-the-while pledging its commitment to continue to engage with FOPE in an attempt to reach agreement over the wage article.

The enclosed a copy of the Lottery’s statutorily required notice to the Florida Legislature regarding status of negotiations, a comparison of the Lottery’s and FOPE’s respective positions on the wage article, and the most recent Lottery and FOPE proposals for the wage article.

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March 8, 2023
Page 2

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

Regards,



J. Wes Gay

Attachments



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

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

March 8, 2023

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

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

Re: Collective Bargaining Impasse

Dear President Passidomo and Speaker Renner:

An impasse has occurred in the collective bargaining negotiations between the Governor and the employees' associations representing two (2) bargaining units of state employees employed at the Florida Lottery, pursuant to section 216.163(6), Florida Statutes. 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.

Sincerely,

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

J. Wes Gay
Florida Lottery Labor Negotiator

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Chris Spencer, Policy Director, Executive Office of the Governor
Linda Smith, Human Resources Director, Florida Lottery
Dane Dunson, General Counsel, Office of the General Counsel, Florida Lottery

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Minerva Simpson, Assistant General Counsel, Office of the General Counsel, Florida Lottery
Jack Marziliano, Federation of Public Employees
Lucia Piva, Phillips, Richard & Rind, P.A.
Stephanie Webster, General Counsel, Florida Police Benevolent Association

Article 12

WAGES AND PAY PLAN

SECTION 1 - General Pay Provisions

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

SECTION 2 - Competitive Pay Adjustment

In accordance with State law and the current Fiscal Year General Appropriations Act, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 3 – Pay Additives

In accordance with State law and the current Fiscal Year General Appropriations Act, a critical market pay (CMP) additive shall be provided to eligible employees, as mandated.

An additive of \$1,300.00 will be provided to Lottery personnel working in the following district offices: Hillsborough, Lee, Palm Beach and Miami-Dade. These critical market pay additives shall be granted only during the time the employee is assigned duties within those areas. Under any circumstances, the Agency will provide the additives in the exact manner in which it is dictated in the current Fiscal Year General Appropriations Act.

SECTION 4 – 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.~~

SECTION 4 – Sales Performance Reward Plan

In accordance with the authority provided in the current Fiscal Year General Appropriations Act, a sales performance reward will be provided to eligible employees, as mandated and consistent with criteria established by the Agency.

For the Lottery:

For the FOPE:

J. Wes Gay
Lottery’s Labor Negotiator

Lucia Piva
FOPE Chief Negotiator

Date

Date

Florida Department of Lottery & FOPE Bargaining Unit – Article at Impasse – March 2023

Article	Lottery Proposal	FOPE Proposal
<p align="center">ARTICLE 12 – Wages and Pay Plan</p>	<ol style="list-style-type: none"> 1. A competitive pay adjustment of a 5% percent increase to base pay to all eligible employees. 2. Critical Market Pay Additive of \$1,300 for employees working in district offices of: Hillsborough, Lee, Palm Beach, and Miami-Dade. 3. A Sales Performance Reward Plan will be provided to eligible employees, as mandated and consistent with criteria established by the Agency. 	<ol style="list-style-type: none"> 1. 5% Increase to base pay. 2. A Sales Performance Reward Plan (See FOPE Wages Proposal, attached hereto.) 3. Critical Market Pay Additive of \$1,300 for employees working in district offices of: Hillsborough, Lee, Palm Beach, Miami-Dade, and Orange 4. A Retention Pay Plan in which Sales Representatives receive an annual longevity supplement of \$500 for every 5 years of continuous service 5. Appropriations: If the Legislature appropriates more or less funds than what is requested in Nos. 1-4, above, the Lottery will agree to bargain and reach agreement on a wage article.

**FOPE WAGES PROPOSAL
2023-2024**

Across-the-Board Increase

- Effective July 1, 2023, all bargaining unit employees shall receive an increase of five (5%) to base pay.

Sales Performance Reward Plan

- Beginning in fiscal year 2023-24, A Sales Performance Reward plan will be implemented to reward high performing Sales Representatives as follows:
 - An employee who meets their yearly personal goal as determined based on the Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 1%-1.9% will receive a \$1,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 2%-2.9% will receive a \$2,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 3%-3.9% will receive a \$3,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 4%-4.9% will receive a \$4,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 5% or more will receive a \$5,000 salary additive.

Critical Market Pay (CMP) Additive

- Bargaining unit employees working in the following district offices will receive a Critical Market Pay Additive of \$1,300: Hillsborough, Lee, Palm Beach, Miami-Dade, and Orange. These CMP Additives shall be granted only during the time the employee is assigned duties

within those areas.

Retention Pay Plan

- Effective July 1, 2023, Sales Representatives will receive an annual longevity supplement of \$500 for every 5 years of continuous service with the Lottery.

Appropriations

- In the event that less than the required amount to maintain the Sales Performance Reward Plan, CMP Additive, and Retention Pay Plan is appropriated by the Legislature, the parties will meet to agree on distribution of the amounts appropriated by the Legislature in a manner that helps increase retention and reduce turnover amongst Sales Representatives. The Sales Performance Reward Plan and CMP Additives will be given funding priority.
- In the event that the funds appropriated to support the Sales Performance Reward Plan, CMP Additive, and Retention Pay Plan exceed the amount necessary to provide these incentives to all eligible employees, then the parties will agree on the distribution of additional funds in a manner that helps increase retention and reduce turnover amongst Sales Representatives.



Joint Select Committee on Collective Bargaining

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

**MEETING PACKET
Materials Submitted:
Department of Management Services**

**Monday, March 13, 2023
12:30 PM – 2:30 PM
Reed Hall (102 HOB)**

**Letter to House/Senate
(Collective Bargaining Impasse)**



4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

March 7, 2023

Via Electronic Mail

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

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

Re: Collective Bargaining Impasse

Dear President Passidomo and Speaker Renner:

An impasse remains in the collective bargaining negotiations between the Governor and four of the 13 State Personnel System collective bargaining units. In accordance with section 447.403(5), Florida Statutes, we have enclosed lists of the collective bargaining contract articles on which agreement was reached 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, 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
Pedro Allende, Secretary, Department of Management Services
John Schrader, Chief of Staff, Department of Management Services
Katie Parrish, Deputy Secretary, Department of Management Services
Henry Mahler, Deputy Director of Legislative Affairs, Department of Management Services
Kristen Larson, General Counsel, Department of Management Services
Sharon Larson, Director, State Human Resource Management, Department of Management Services
Collective Bargaining Agent Representatives

**Cover Letter to Joint
Committee Members**



4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

March 9, 2023

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 2023-2024 between the State of Florida and Bargaining Agents Representing State Employees

Dear Committee Members:

We have enclosed the materials requested by the Joint Select Committee on Collective Bargaining for its public hearing scheduled for March 13, 2023.

This year the State met with the 13 State Personnel System collective bargaining units, represented by six bargaining agents (unions), to negotiate new three-year agreements to be effective through June 30, 2026. Although economic issues for Fiscal Year 2023-2024 are to be resolved pursuant to legislative appropriation through the General Appropriations Act, we are pleased to report that ten of the thirteen collective bargaining units tentatively agreed to the Governor's budget recommendations for both wages and group insurance. In addition, despite this being a Successor Year in which all contract articles were open for negotiation, only five non-economic articles and three wage articles are currently at impasse among four of the units. In the case of the remaining nine units, a tentative agreement was reached on the entire contract.

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

Thank you for the opportunity to present this information to the Committee. If you have questions or concerns, please contact me at (850) 561-3503, or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at (850) 414-7646.

Respectfully submitted,

Michael Mattimore
Chief Labor Negotiator

MM/abg

Enclosures

**Letter to House/Senate
(Notification of Impasse)**



4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

February 1, 2023

Via Electronic Mail

The Honorable Kathleen Passidomo, President
Florida Senate
Suite 409 Capitol
404 S. Monroe St.
Tallahassee, FL 32399-1100

The Honorable Paul Renner, Speaker
Florida House of Representatives
Suite 420 Capitol
402 S. Monroe St.
Tallahassee, Florida 32399-1300

Re: Notification of Collective Bargaining Impasse

Dear President Passidomo and Speaker Renner:

An impasse has occurred, pursuant to section 216.163(6), Florida Statutes, in the negotiations between the Governor and the six employee organizations representing the 13 collective bargaining units of state employees. We will continue to negotiate in the coming weeks in an effort to reach agreement on as many unresolved issues as possible and will submit information regarding those issues we cannot resolve no later than March 7, 2023, 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

Michael Mattimore

Chief Labor Negotiator

MM/ag

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Chris Spencer, Director, Office of Policy and Budget, Executive Office of the Governor
Pedro Allende, Secretary, Department of Management Services
Katie Parrish, Deputy Secretary, Department of Management Services
Henry Mahler, Deputy Director of Legislative Affairs, Department of Management Services
Kristen Larson, General Counsel, Department of Management Services
Sharon Larson, Director, State Human Resource Management, Department of Management Services
Collective Bargaining Agent Representatives



Overview of State Personnel System Collective Bargaining Units

SUBJECT

Descriptions and Statistics for the State Personnel System (SPS) Collective Bargaining Units Engaged in Fiscal Year 2023-2024 Successor 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" for purposes of collectively bargaining with SPS employees. There are 13 collective bargaining units that have been designated by the Public Employees Relations Commission (PERC) to represent SPS employees. There are currently six employee labor organizations (unions) that PERC has certified to be bargaining agents for one or more of these units. 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 UNITS

The following is a description of each represented unit, grouped by the union that serves as that unit's certified bargaining agent:

1. 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.

Human Services Unit – Includes Career Service employees involved in human or institutional services. The Agency for Persons with Disabilities, Departments of Corrections, Education, Health, Juvenile Justice, Military Affairs, Children and Families, Economic Opportunity, Veterans' Affairs, and the Florida School for the Deaf and the Blind 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 Commission on Offender Review, Departments of Business and Professional Regulation, Citrus, Revenue, the Division of Administrative Hearings, Florida Gaming Control Commission and the Public Service Commission, 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.



Overview of State Personnel System Collective Bargaining Units

2. Federation of Physicians and Dentists/State Employees Attorneys Guild – Attorneys Unit

Includes Selected Exempt Service (SES) attorneys and senior attorneys 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 employ members of this unit except the Departments of Citrus, Military Affairs, and the Florida School for the Deaf and the Blind.

Federation of Physicians and Dentists – Physicians Unit

Includes SES physicians and senior physicians. The Agency for Persons with Disabilities, and the Departments of Education, Health, Children and Families, and Highway Safety and Motor Vehicles employ members of this unit.

Federation of Physicians and Dentists – Supervisory Non-Professional Unit

Includes SES non-professional supervisory employees in all state agencies except the Department of Business and Professional Regulation, Commission on Offender Review, Department of Citrus, Department of Elder Affairs, Department of Economic Opportunity employ members of this unit.

3. Florida Nurses Association – Professional Health Care Unit

Includes Career Service professional health care employees and first line health care supervisors involved in health care activities and services. 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 Florida School for the Deaf and the Blind employ members of this unit.

4. Florida State Fire Service Association – Fire Service Unit

Includes Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and/or fire training and instruction. The Agency for Health Care Administration, the Departments of Agriculture and Consumer Services, Children and Families, Financial Services, and Military Affairs employ members of this unit.

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

Includes Career Service professional, sworn law enforcement special agents and special agent trainees 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.



Overview of State Personnel System Collective Bargaining Units

6. The Police Benevolent Association (PBA) represents three distinct units.

PBA – Florida Highway Patrol Unit

Includes Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles Florida Highway Patrol (FHP) and first line supervisors of FHP law enforcement officers whose work includes the pursuit, apprehension, and arrest of law violators or suspected law violators.

PBA - Law Enforcement Unit

Includes Career Service sworn law enforcement officers and first line supervisors of law enforcement officers whose work includes the pursuit, apprehension, and arrest of law violators or suspected law violators, except for those working in the Department of Highway Safety and Motor Vehicles. The Departments of Agriculture and Consumer Services, Business and Professional Regulation, Environmental Protection, Florida Gaming Commission, Financial Services, Law Enforcement, Legal Affairs, the Florida School for the Deaf and the Blind, and the Fish and Wildlife Conservation Commission employ members of this unit.

PBA - Security Services Unit

Includes all Career Service correctional officer employees up to the captain level, probation officer employees up to the senior supervisor level, and institutional security employees up to the shift supervisor level whose primary duties involve the direct care, custody, and control of persons involuntarily confined to state institutions or facilities; or the supervised custody, surveillance, and control of assigned probationers and parolees. The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this unit.



Overview of State Personnel System 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 February 23, 2023.

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	9,795	312	3%	9483	97%
	Human Services	4,001	268	7%	3,733	93%
	Operational Services	2,278	47	2%	2,231	98%
	Professional	26,419	884	3%	25,535	97%
	Total	42,493	1,511	4%	40,982	96%
Federation of Physicians and Dentists	SES Attorneys	671	1	.15%	670	99.85%
	SES Physicians	79	6	8%	73	92%
	SES Supervisory Non-Professional	859	4	.5%	855	99.5%
	Total	1609	11	.7%	1,598	99.3%
Florida Nurses Association	Professional Health Care	2,189	94	4%	2,095	96%
Florida State Fire Service Association	Fire Service	563	161	29%	402	71%
Florida State Lodge - Fraternal Order of Police	Special Agent	265	105	40%	160	60%
Police Benevolent Association	Florida Highway Patrol	1,641	1,051	64%	590	36%
	Law Enforcement	1,153	514	45%	639	55%
	Security Services	15,555	6,227	40%	9,328	60%
	Total	21,366	8152	38%	13,214	62%
Grand Total		65,468	9,674	15%	55,794	85%

**Governor's Recommended
Budget**

Section 8

SECTION 8. EMPLOYEE COMPENSATION AND BENEFITS - FISCAL YEAR 2023-2024

This section provides instructions for implementing the Fiscal Year 2023-2024 salary and benefits adjustments provided in this act. All allocations, distributions, and uses of these funds are to be made in strict accordance with the provisions of this act and chapter 216, Florida Statutes.

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

It is the intent of the Legislature that the minimums 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 2023-2024 fiscal year; however, these salaries may be reduced on a voluntary basis.

7/1/2023

=====	
Governor.....	141,400
Lieutenant Governor.....	135,516
Chief Financial Officer.....	139,988
Attorney General.....	139,988
Agriculture, Commissioner of.....	139,988
Supreme Court Justice.....	239,442
Judges - District Courts of Appeal.....	202,440
Judges - Circuit Courts.....	182,060
Judges - County Courts.....	172,015
Judges of Compensation Claims.....	172,000
State Attorneys.....	218,939
Public Defenders.....	202,440
Commissioner - Public Service Commission.....	143,314
Commissioner - Florida Gaming Control Commission.....	143,314
Executive Director - Florida Gaming Control Commission....	143,314
Public Employees Relations Commission Chair.....	106,142
Public Employees Relations Commission Commissioners.....	50,322
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

Effective July 1, 2023, funding in the amount of \$190,471,533 from the General Revenue Fund and \$176,687,337 from trust funds are provided in Specific Appropriation 2103 to grant a 5.0 percent competitive pay adjustment to each eligible employee's June 30, 2023, base rate of pay. This competitive pay adjustment shall apply to each eligible employee 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, a military employee of the Florida National Guard on full-time military duty, and a non-career service employee of the Florida School for the Deaf and the Blind, based on each eligible employee's base rate of pay. This competitive pay adjustment shall be made before any other adjustments authorized in subsection (2) of section 8.

(2) SPECIAL PAY ISSUES

(a) Position Specific Recruitment and Retention

1. Effective October 1, 2023, funds are provided in Specific Appropriation 2103 in the amount of \$33,787,099 from the General Revenue Fund and \$57,898,989 from trust funds to grant a pay adjustment for recruitment and retention, up to 10.0 percent, after the statewide competitive pay adjustment is made pursuant to paragraph (1)(b), for eligible employees. For the purpose of this subsection, the term "eligible employee" includes a full-time equivalent position (FTE) in the following position categories:

Accountants; Auditors; Budget; Finance; Information Technology; Laboratory Technicians; Legal, including Attorneys and Paralegals; and Nurses.

2. Each state agency is required to submit a plan for implementation of the pay adjustments by September 1, 2023, to the Executive Office of the Governor's Office of Policy and Budget for approval and distribution of funds. Plans shall include at a minimum, the position number for each employee receiving a special pay adjustment, the associated class code and class title, the base rate of pay prior to the special pay adjustment but after the 5.0 percent statewide competitive pay adjustment, the new base rate of pay after the special pay adjustment, the associated benefits, total budget allocated for that position and budget details, including detailed fund source to be used.

(b) Department of Corrections

1. Effective July 1, 2023, from the funds in Specific Appropriations 619, 633, 646, 658, 670, 683, and 706, the Department of Corrections shall adjust the minimum annual base rate of pay to the levels listed below for each eligible employee in one of the following position classifications:

Correctional Officer (8003).....	47,840
Correctional Officer Sergeant (8005).....	52,624
Correctional Officer Lieutenant (8011).....	60,518
Correctional Officer Captain (8013).....	66,570
Correctional Officer Major-SES (8015).....	76,556
Correctional Officer Colonel-SES (8017).....	84,212
Assistant Warden (7941).....	92,633
Warden (7948).....	111,160
Assistant Regional Director (8273).....	122,276
Regional Director of Institutions (8271).....	134,504

Classification Supervisor (8053).....	76,556
Correctional Service Administrator (8058).....	84,212
Inspector (8026).....	66,570
Senior Inspector (8028).....	76,556
Inspector Supervisor (8029).....	84,212
Assistant Chief of Investigations (9019).....	92,633
Chief of Investigations (9032).....	111,160
Deputy Inspector General (8019).....	134,504
Correctional Probation Officer (8036).....	47,840
Correctional Probation Senior Officer (8039).....	52,624
Correctional Probation Specialist (8040).....	60,518
Correctional Probation Supervisor (8045).....	66,570
Correctional Probation Senior Supervisor (8046).....	76,556
Deputy Circuit Administrator (5258).....	92,633
Circuit Administrator (5256).....	111,160
Assistant Regional Director of Community Corrections (5259).....	122,276
Regional Director of Community Corrections (8272).....	134,504

2. Effective July 1, 2023, from the funds in Specific Appropriation 619, 658, 683, and 706, \$3,365,322 from the General Revenue Fund is provided for the Department of Corrections to grant a special pay adjustment to the annual base rate of pay for a retention pay plan for correctional officers, correctional probation officers, and inspectors as follows:

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

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

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

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

3. Effective July 1, 2023, from the funds in Specific Appropriation 691, \$1,146,753 from the General Revenue fund is provided for Department of Corrections to grant a special pay adjustment of 5.0 percent, after the competitive pay adjustment is made pursuant to paragraph (1)(b), for maintenance staff. For purposes of the maintenance pay increase implementation, the term "maintenance staff" means an employee of the Department Of Corrections in the following classification codes: Vocational Instructor III - F/C (1315); Engineering Technician IV (4612); Construction Projects Consultant I (4691); Construction Projects Consultant II (4692); Maintenance & Construction Superintendent (6387); Plumber (6441); Master Electrician (6446); Senior Refrigeration Mechanic

(6454); Maintenance Mechanic - F/C (6469); and Electronic Technician II (7234).

(c) Justice Administration Commission

1. Effective July 1, 2023, funds are provided in Specific Appropriation 2103, in the amount of \$170,382 from the General Revenue Fund and \$36,822 from trust funds to the Justice Administration Commission to grant a special pay adjustment of 3.0 percent, after the competitive pay adjustment is made pursuant to paragraph (1)(b), for employees in position classification State Attorney (9815).

2. Effective July 1, 2023, funds are provided in Specific Appropriation 2103, in the amount of \$14,261,218 from the General Revenue Fund and \$3,527,999 from trust funds to the Justice Administration Commission to grant special pay adjustments to the annual base rate of pay for employees in position classification of Assistant State Attorney (6901), after the competitive pay adjustment is made pursuant to paragraph (1)(b), as follows:

10 percent special pay adjustment for each employee with a base rate of pay range between \$52,500 to \$71,999;

8 percent special pay adjustment for each employee with a base rate of pay range between \$72,000 to \$86,999;

6 percent special pay adjustment for each employee with a base rate of pay range between \$87,000 to \$101,999;

4 percent special pay adjustment for each employee with a base rate of pay of \$102,000 to \$116,999;

3 percent special pay adjustment for each employee with a base rate of pay of \$117,000 or greater.

(d) Department of Children and Families

1. Effective July 1, 2023, funds are provided in Specific Appropriation 2103, in addition to the competitive pay adjustment provided in paragraph (1)(b), in the amount of \$14,237,354 from the General Revenue Fund to the Department of Children and Families to provide a special pay adjustment of 5.0 percent for eligible employees in the following Child Protective position classifications:

Child Protective Field Support Consultant and Analysts (8374); Child Protective Investigator (8371); Child Protective Investigator Supervisor-SES (8372); and Senior Child Protective Investigator (8373).

2. Effective July 1, 2023, funds are provided in Specific Appropriation 2103, in addition to the competitive pay adjustment provided in paragraph (1)(b), in the amount of \$3,437,540 from the General Revenue Fund and \$4,070,557 from trust funds for the Department of Children and Families to increase the minimum base rate of pay up to 10 percent for positions in the Comprehensive Eligibility Services program component. For the purposes of this paragraph, "comprehensive eligibility services" means an eligible employee of the Department of Children and Families - Comprehensive Eligibility Services program listed in one of the following classifications:

Senior Management Analyst Supervisor-SES (2228); Government Operations Consultant I PP01 (2234); Operations and Management Consultant I-SES PP08 (2234); Government Operations Consultant II PP01 (2236); Senior Human Services Program Specialist (5879); Program Administrator-SES (5916); Economic Self-Sufficiency Specialist I (6090); Economic Self-Sufficiency Specialist II (6091); Economic Self-Sufficiency

Specialist Supervisor-SES (6092); Investigation Specialist I (8315); Investigation Specialist II (8318); Quality Control Analyst (5890); Quality Control Supervisor-SES (5891); and Investigator Supervisor-SES (8354).

(e) Department of Business and Professional Regulation

Effective July 1, 2023, funds are provided in Specific Appropriation 2103, in addition to the competitive pay adjustment provided in paragraph (1)(b), in the amount of \$1,391,919 from trust funds to the Department of Business and Professional Regulation to provide pay adjustments for recruitment and retention for eligible employees of Central Intake, Customer Contact Center, and Hotels and Restaurants Compliance and Enforcement programs in the Department of Business and Professional Regulation, for the following classifications:

Regulatory Specialist I (0440); Regulatory Specialist II (0441); Regulatory Specialist III (0444); Regulatory Consultant (0442); Regulatory Program Administrator-SES (0443); Sanitation and Safety Specialist (8888); Senior Sanitation and Safety Specialist (8889); and Sanitation and Safety Supervisor (8895). (Issue Code 5200A50)

(f) Division of Administrative Hearings

Effective July 1, 2023, funds are provided in Specific Appropriation 2103, in addition to the competitive pay adjustment provided in paragraph (1)(b), in the amount of \$1,359,610 from trust funds for the Division of Administrative Hearings to increase the minimum base rate of pay for Administrative Law Judges (7722), Deputy Chief Judge of Compensation Claim (9681); and the Director of Administration (5206) to \$172,000.

(g) Department of Law Enforcement

1. Effective July 1, 2023, funds are provided in Specific Appropriation 2103, in addition to the competitive pay adjustment provided in paragraph (1)(b), in the amount of \$1,358,896 from the General Revenue Fund and \$531,465 from trust funds for the Department of Law Enforcement to provide a 4 percent pay increase for Special Agent (8581) position classification and to relieve pay compression for law enforcement officers in the position classifications below. This pay adjustment is to be applied after the adjustments for sworn law enforcement officers in (2)(h)1 and 2.

Special Agent Supervisor (8584); Law Enforcement Sergeant (8519); Law Enforcement Captain (8632); Law Enforcement Major (8630); Law Enforcement Lieutenant (8522); Law Enforcement Investigators II (8541); Law Enforcement Officers (8515); and Special Agent Trainee (8580).

(h) State Law Enforcement Officers

1. Effective July 1, 2023, funds are provided in Specific Appropriation 2103 in the amount of \$8,661,754 from the General Revenue Fund and \$23,679,882 from trust funds for each eligible sworn law enforcement officer to attain the minimum annual base rate of pay of \$55,000 to the officer's June 30, 2023, base rate of pay, after the competitive pay adjustment is made pursuant to paragraph (1)(b).

2. In addition, a special pay adjustment shall be applied to the adjusted annual rate of pay after the minimum annual base rate of pay of \$55,000 has been applied for employees in position classification of sworn law enforcement officer are as follows:

10 percent special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$55,000 to \$69,999;

8 percent special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$70,000 to \$84,999;

6 percent special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$85,000 to \$99,999;

4 percent special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$100,000 to \$114,999;

3 percent special pay adjustment for each sworn law enforcement officer with a base rate of pay greater than \$115,000.

3. Effective July 1, 2023, from the funds in Specific Appropriation 2103, \$11,286,391 from the General Revenue Fund and \$31,039,016 in trust funds are provided to grant special pay adjustments to the annual base rate of pay after the adjustments made in subparagraph (2)(h)2 for employees who are sworn law enforcement officers.

\$3,000 special pay adjustment for each sworn law enforcement officer with less than four years of combined continuous service in one or more of the position classifications;

\$5,000 special pay adjustment for each sworn law enforcement officer with at least four years but less than six years of combined continuous service in one or more of the position classifications;

\$7,000 special pay adjustment for each sworn law enforcement officer with at least six years but less than eight years of combined continuous service in one or more of the position classifications;

\$9,000 special pay adjustment for each sworn law enforcement officer with at least eight years but less than ten years of combined continuous service in one or more of the position classifications;

\$11,000 special pay adjustment for each sworn law enforcement officer with at least ten years of combined continuous service in one or more of the position classifications.

4.a. For the purpose of implementing (2)(h)1, 2, and 3., the term "sworn law enforcement officer" means an employee in one of the following position classifications certified as a law enforcement officer pursuant to section 943.13, Florida Statutes:

b. Department of Agriculture and Consumer Services

Law Enforcement Officer (8515); Law Enforcement Corporal (8517); Law Enforcement Sergeant (8519); Law Enforcement Investigator II (8541); Law Enforcement Lieutenant (8522); Law Enforcement Captain (8525); Law Enforcement Major (8526); Director of Agricultural Law Enforcement (8542); Assistant Director of Law Enforcement (8551); Law Enforcement Major (8630); Law Enforcement Captain (8632); Chief of Uniform Services (7858); and Chief of Investigative Services (7788).

c. Department of Business and Professional Regulation

Law Enforcement Investigator II (8541); Law Enforcement Lieutenant (8522); Law Enforcement Major (8630); and Law Enforcement Captain (8632).

d. Department of Environmental Protection

Law Enforcement Investigator II (8541); Law Enforcement Lieutenant (8522) and Law Enforcement Captain (8632).

e. Department of Financial Services

Law Enforcement Investigator I (8540); Law Enforcement Investigator II (8541); Chief Workers' Compensation Fraud (7957); Chief General Fraud

(7958); Chief Fire and Arson Investigations (7962); Law Enforcement Lieutenant (8522); Law Enforcement Major (8630); Law Enforcement Captain (8632); Assistant Director of Insurance Fraud (9776); and Director of Insurance Fraud (9779).

f. Highway Safety and Motor Vehicles

Trooper (8030); Highway Patrol Sergeant (8031); Highway Patrol Pilot (8032); Highway Patrol Pilot II (8033); Highway Patrol Corporal (8034); Highway Patrol Investigator Sergeant (8035); Highway Patrol Captain (8038); Highway Patrol Lieutenant (8042); Law Enforcement Major (8626), Law Enforcement Captain (8632); Deputy Director of Florida Highway Patrol (7932); Chief of Florida Highway Patrol (7981); and Director of Florida Highway Patrol (9762).

g. Department of Law Enforcement

Law Enforcement Officer (8515); Law Enforcement Sergeant (8519); Law Enforcement Investigator II (8541); Special Agent (8581); Special Agent Trainee (8580); Law Enforcement Lieutenant (8522); Law Enforcement Captain (8632); Director of Investigations (8529); Chief of Investigations (8530); Special Agent Supervisor (8584); Inspector (8590); Chief of Law Enforcement Services (8383); Director of Capitol Police (9736); Director, Criminal Justice Prof. Program (9828); and Assistant Executive Director (9883).

h. Gaming Control Commission

Law Enforcement Investigator II (8541); Law Enforcement Section Leader (9154); Director of Law Enforcement (9838); Inspector General (9415)

i. Department of Legal Affairs

Law Enforcement Investigator II (8541); Law Enforcement Lieutenant (8522); Law Enforcement Captain (8525); Law Enforcement Major (8630); Law Enforcement Captain (8632); and Director of Law Enforcement Relations, Victim Services and Criminal Justice (7949).

j. Department of Lottery

Special Agent-Supervisor (1126); Director of Security (2601); Deputy Director of Security (2603); and Special Agent II (2608).

k. Fish and Wildlife Conservation Commission

Law Enforcement Officer (8515); Law Enforcement Corporal (8517); Law Enforcement Airplane Pilot I (8532); Law Enforcement Airplane Pilot II (8534); Law Enforcement Investigator I (8540); Law Enforcement Investigator II (8541); Law Enforcement Lieutenant (8522); Law Enforcement Captain (8525); 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).

l. Florida School for the Deaf and the Blind

Law Enforcement Officer (8515); Law Enforcement Investigator II (8541); Law Enforcement Lieutenant (8522) and Security and Law Enforcement Chief (8520)

m. Justice Administration Commission

Investigator I (6661); Investigator II (6662); Investigator III (6663); Investigator IV (6664); Investigator V (6665)

n. State Court System

Chief Deputy Marshal-Supreme Court (1500); Chief Deputy Marshal - District Court (1501); Deputy Marshal - Supreme Court (1505); Deputy Marshal - District Court (1506); Deputy Marshal Supervisor - Supreme Court (1510); Deputy Marshal Supervisor - District Court (1515); Marshal Supreme Court (9040); and Marshal - District Court (9050).

(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, 2023, through June 30, 2024, 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, 2023, through June 30, 2024, the benefits provided under each of the plans shall be those benefits as provided in the current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, and current Health Maintenance Organization contracts and benefit documents, including any revisions to such health benefits approved by the Legislature.

3. Effective July 1, 2023, 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.

4. Effective July 1, 2023, a participant has the option to receive a covered immunization from a participating provider pursuant to a participant's current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, a participating provider pursuant to a participant's current Health Maintenance Organization contract and benefits document, or a participating pharmacy in the State Employees' pharmacy benefit manager's network.

5. Effective January 1, 2024, the Division of State Group Insurance shall continue to allow service delivery through telehealth in its health benefits contracts.

6. 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(13), Florida Statutes, of \$41.66 for employees with individual coverage and \$83.33 for employees with family coverage.

(c) State Group Health Insurance Premiums for the Period July 1, 2023, through June 30, 2024.

Funds are provided in each state agency and state university's budget to pay the state share of the State Group Health Insurance premiums for the fiscal year. The agencies shall pay the specified premiums on behalf of

employees who have enhanced benefits, including those employees participating in the Spouse Program in accordance with section 60P-2.0036, Florida Administrative Code, and those employees filling positions with "agency pay-all" benefits.

1. For the coverage period beginning August 1, 2023, the state share of the State Group Health Insurance premiums per month for the executive, legislative, and judicial branch agencies shall be as follows:

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

2. For the coverage period beginning August 1, 2023, the employee share of the State Group Health Insurance premiums per month shall be as follows:

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

3. For the coverage period beginning August 1, 2023, the monthly premium for a Medicare participant participating in the State Group Health Insurance program shall be as follows:

- a. Standard Plan - One Eligible - \$430.18
- b. Standard Plan - One Under/One Over - \$1,243.63
- c. Standard Plan - Both Eligible - \$860.35
- d. High Deductible Plan - One Eligible - \$324.26
- e. High Deductible Plan - One Under/One Over - \$1,061.06

f. High Deductible Plan - Both Eligible - \$648.52

g. The monthly premium for a Medicare participant enrolled in a Health Maintenance Organization Standard Plan or High Deductible Health Plan or a Medicare Advantage Plan shall be equal to the negotiated monthly premium for the selected state-contracted Health Maintenance Organization or selected state-contracted plan.

4. For the coverage period beginning August 1, 2023, the monthly premium for an "early retiree" participating in the State Group Health Insurance program shall be as follows:

a. High Deductible Plan - Individual - \$736.80

b. High Deductible Plan - Family - \$1,632.05

c. The monthly premium for an "early retiree" participating in the Standard Plan shall be equal to 100 percent of the total premium charged (state and employee contributions) for an active employee participating in the Standard Plan with the same coverage.

5. For the coverage period beginning August 1, 2023, 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, 2023, for the purpose of encouraging an individual to change from brand name drugs to generic drugs, the department may continue to waive co-payments for a six month supply of a generic statin or a generic proton pump inhibitor.

2. The State Employees' Prescription Drug Program shall provide coverage for smoking cessation prescription drugs; however, members shall be responsible for appropriate co-payments and deductibles when applicable.

(4) OTHER BENEFITS

(a) The following items shall be implemented in accordance with the provisions of this act and with the applicable negotiated collective bargaining agreement:

1. The state shall provide up to six (6) credit hours of tuition-free courses per term at a state university or Florida College System institution to full-time employees on a space available basis as authorized by law.

2. The state shall continue to reimburse, at current levels, for replacement of personal property.

3. Each agency, at the discretion of the agency head, may expend funds provided in this act for bar dues and for legal education courses for employees who are required to be a member of the Florida Bar as a condition of employment.

4. The state shall continue to provide, at current levels, clothing allowances and uniform maintenance and shoe allowances.

(b) All state branches, departments, and agencies which have established or approved personnel policies for the payment of accumulated and unused

annual leave, shall not provide payment which exceeds a maximum of 480 hours of actual payment to each employee for accumulated and unused annual leave.

(c) Upon termination of employees in the Senior Management Service, Selected Exempt Service, or positions with comparable benefits, payments for unused annual leave credits accrued on the member's last anniversary date shall be prorated at 1/12th of the last annual amount credited for each month, or portion thereof, worked subsequent to the member's last anniversary date.

(5) PAY ADDITIVES AND OTHER INCENTIVE PROGRAMS

The following pay additives and other incentive programs are authorized for the 2023-2024 fiscal year from existing agency resources consistent with provisions of sections 110.2035 and 216.251, Florida Statutes, the applicable rules promulgated by the Department of Management Services and negotiated collective bargaining agreements.

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

(b) Each agency that had a training program in existence on June 30, 2006, which included granting pay additives to participating employees, is authorized to continue such training program for the 2023-2024 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 performance rating of at least commendable as evidenced by a performance evaluation conducted pursuant to Chapter 60L-35, Florida Administrative Code, or a similar performance evaluation applicable to other pay plans. The Chief Justice may exempt judicial branch employees from the performance evaluation requirements of this paragraph.

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

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

(g) The Fish and Wildlife Conservation Commission is authorized to grant critical market pay additives to employees residing in and assigned to Lee County, Collier County, Monroe County, Broward County, or Miami-Dade County, at the levels that the employing agency granted salary increases for similar purposes prior to July 1, 2006. These pay additives shall be granted only during the time in which the employee resides in, and is

assigned duties within, these counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified counties.

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

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

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

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

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

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

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

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

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

(m) The Department of Highway Safety and Motor Vehicles is authorized to grant a critical market pay additive of \$5,000 per year to Motorist Services personnel for class codes 9000 and 9002 working and residing in Miami-Dade and Broward counties. This additive shall be granted only

during the time in which the employee resides in and is assigned to duties within those counties. In addition, Motorist Services personnel for class code 9018 with the working class title of Community Outreach Specialist shall also receive a \$5,000 critical market pay additive per year.

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

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

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

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

(r) 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.

(s) 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.

(t) 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.

(u) 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.

(v) The Department of Children and Families may grant a temporary special duties pay additive of 5 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.

(w) The Department of Children and Families may, subject to the availability of funds, grant a one-time hiring bonus up to \$3,000 for Child Protective Investigators and Adult Protective Investigators and up to \$1,500 in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes. Current employees and former employees who have had a break in service with the Department of Children and Families of 31 days or less are not eligible for this bonus.

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

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

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

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

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

(6) COLLECTIVE BARGAINING

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



Snapshot of Articles Negotiated for FY 2023-2024

The State of Florida and the Florida Nurses Association Professional Health Care Unit 2023 – 2026 Collective Bargaining Reopener Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for most articles, with the exception of the following:

Tentative agreement was reached on changes or updates:

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

Article 35 – Duration (Providing for a New Three-Year Agreement)

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 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 2022-2023 Reopener Agreement](#)

Florida Nurses Association (FNA)
Professional Health Care Unit - State Personnel System
Current Contract Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 8, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
25 – Wages	See below.

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	<p>3/7/2023: The Union presented its final proposal. Adds language to Section 1: Effective July 1, 2023, members of this bargaining unit will receive a one-time bonus of \$2,000.00 in recognition of their dedicated, selfless “front-line” efforts dealing with the threat, the impact as well as the resulting infections and deaths of the COVID Pandemic. This bonus would be similar to the bonus previously given to other first responders in the state.</p> <p>Adds provisions to Section 4: Effective October 1st, 2023, agencies are authorized to grant a pay adjustment for recruitment and retention of up to 10% after the competitive pay adjustment and subject to approval by each agency for all Health Care Professionals.</p> <p>2/3/2023: The State presented its proposal. All provisions are in accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2023-2024.</p> <p>Section 1 - Pay Additives will be administered to eligible members of the bargaining unit.</p>

	<p>Section 2 - Performance Pay will be contingent upon the availability of funds and at the Agency Head's discretion and based on the employee's performance rating of at least commendable.</p> <p>Section 3 - Competitive Pay Adjustment: Effective July 1, 2023, each eligible employee's June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).</p> <p>Section 4 – Other Pay Provisions – Recruitment and Retention Pay Adjustment: Effective October 1, 2023, agencies are authorized to grant a pay adjustment for recruitment and retention of up to ten percent (10%) after the competitive pay adjustment and subject to approval of each agencies’ plan for eligible unit employees in position classifications under the following Broadband Occupations: Nurse Practitioners, Nurse Midwives, and Registered Nurses.</p>
27 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/24/2023: The Union tentatively agreed to the State’s proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS	
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <p>Article 34 – Duration (Providing for a New Three-Year Agreement)</p>	

Article 25
WAGES

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

SECTION 3 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other pay adjustment(s).

SECTION 4 – Other Pay Provisions – Recruitment and Retention Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective October 1, 2023, agencies are authorized to grant a pay adjustment for recruitment and retention of up to ten percent (10%) after the competitive pay adjustment and subject to approval of each agencies’ plan for eligible unit employees in position classifications under the following Broadband Occupations:

- Nurse Practitioners
- Nurse Midwives
- Registered Nurses

For the State

For FNA

Michael Mattimore
State’s Chief Labor Negotiator

Don Slesnick
Chief Negotiator

Date

Date

Gray, Anna

From: Don Slesnick <donslesnick@scllp.com>
Sent: Tuesday, March 7, 2023 3:39 PM
To: Mattimore, Mike; Jones, Amara
Cc: John Berry; Gray, Anna; Carolyn Lightner; debbie hogan; Cain, Marilyn; Valentin-Quinones, Akin
Subject: Final Impasse Position of the Florida Nurses Association/OPEIU Local 713 ("FNA")
Importance: High

Caution: This email originated from outside of the organization. Please ensure that you recognize the sender and know that the content is safe before clicking on any links or opening attachments.

Dear Michael,

Based on our telephone conversation of a few moments ago and in response to your request – let me set forth the FNA’s final positions on the provisions of the Collective Bargaining Agreement (which we are in the process of negotiating) that were not previously t/a’d or withdrawn.

1. Article 26: “Differential Pay” – The FNA reluctantly withdraws its proposal and is willing to leave the article “*status quo*”.
2. Article 25: “Wages”
Section 1 – “Pay Additives” – current language *status quo* but add a provision for a \$2000.00 COVID Bonus.
Section 2 – “Performance Pay” – *status quo*.
Section 3 – “Competitive Pay” – FNA agrees to the Governor’s proposal of a 5% across-the-board wage increase effective July 1, 2023.
Section 4 – “Other Pay Provisions – Recruitment and Retention Pay Adjustment” – Effective October 1st, 2023, agencies are authorized to grant a pay adjustment for recruitment and retention of up to 10% after the competitive pay adjustment and subject to approval by each agency (as proposed by the Governor). However, this “recruitment and retention” pay adjustment would not be limited to the three job classifications in the Governor’s proposal but would inure to all job classifications in the Professional Health Care Bargaining Unit.

Please consider this communication as a formal proposal by the FNA as part of the on-going bargaining between the Governor and the FNA. The Parties agreement on these matters would successfully conclude negotiations and would terminate the impasse that now exists.

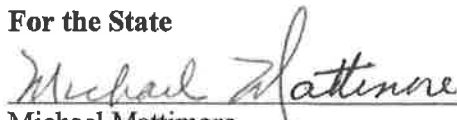
Don

Don Slesnick
Labor Counsel for the FNA
Law Offices of Slesnick & Casey, LLP
The Biltmore
1200 Anastasia Avenue, Suite CCA-100
Coral Gables, Florida 33134
Tel: 305/448-5672
Fax: 305/448-5685
donslesnick@scllp.com

Article 27
INSURANCE BENEFITS

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

For the State

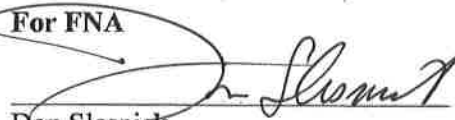


Michael Mattimore
State's Chief Labor Negotiator

2/10/2023

Date

For FNA



Don Slesnick
Chief Negotiator

2/10/23

Date

FISCAL ANALYSIS OF FNA-PHCU MARCH 7, 2023, WAGE PROPOSAL

Due to time constraints, we were unable to obtain a fiscal analysis of the Florida Nurses Association-Professional Health Care Unit (FNA-PHCU) updated Wage Proposal in time for submission to the Committee by Noon on March 9.

This information is being gathered and will be forwarded to the Committee as soon as practicable.

Respectfully submitted,

Department of Management Services

March 9, 2023



Snapshot of Articles Negotiated for FY 2023-2024

The State of Florida and the Florida State Lodge Fraternal Order of Police Special Agent Unit 2023 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for most articles, with the exception of the following:

Tentative agreement was reached on changes or updates:

Article 25 – Wages

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

Article 35 – Duration (Providing for a New Three-Year Agreement)

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

REFERENCE

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

[FOP – Special Agent Unit FY 2022-2023 Reopener Agreement](#)

Florida Fraternal Order of Police (FOP)
Special Agent Unit - State Personnel System
Current Contract Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
23 - Workday, Workweek and Overtime	<p>10/12/2022: The Union presented its proposal. Revises Section 1- Overtime to reflect the normal work period for unit members shall be an 80-hour/14-day extended work period as provided by Rule 60L-34.003 F.A.C.</p> <p>12/1/2022: The State presented its counter proposal of Status Quo. FDLE currently uses a 160-hour/ 28-day extended work period to optimally minimize overtime liability. No business rationale was provided by the Union for why the extended work period should be shortened.</p>

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	2/24/2023: The Union tentatively agreed to the State’s proposal of 2/3/23. However, still requires Legislative resolution action.
27 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/24/2023: The Union tentatively agreed to the State’s proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <p>Article 34 – Duration (Providing for a New Three-Year Agreement)</p>

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.

SECTION 2 – Workday

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned D. Golden
Staff Representative

Date

Date

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

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

SECTION 3 – Rest Periods

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

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

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 5 – Special Compensatory Leave

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

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned D. Golden
Staff Representative

Date

Date

in Rule 60L-34, F.A.C.

(B) Use of Special Compensatory Leave:

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

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

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

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

For the State

For FOP

Michael Mattimore
State's Chief Labor Negotiator

Ned D. Golden
Staff Representative

Date

Date

ARTICLE 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

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

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

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

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

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

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned Golden
Staff Representative

Date

Date

An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

SECTION 2 – Workday

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

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

SECTION 3 – Rest Periods

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

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

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 5 – Special Compensatory Leave

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned Golden
Staff Representative

Date

Date

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

(B) Use of Special Compensatory Leave:

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

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

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

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

For the State

For FOP

Michael Mattimore
State's Chief Labor Negotiator

Ned Golden
Staff Representative

Date

Date

Article 25
WAGES

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

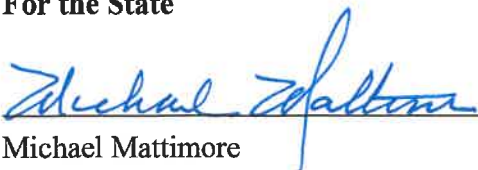
SECTION 3 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 4 – Other Pay Provisions


In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, the annual base rate of pay adjustments provided in Paragraphs (A) - (D) below are to be implemented, in the order listed to eligible unit employees in the position classifications of Special Agent Trainee (8580) and Special Agent (8581).

For the State



Michael Mattimore

State’s Chief Labor Negotiator



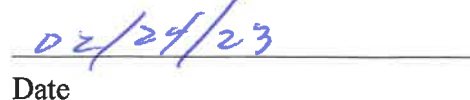
Date

For FOP



Ned D. Golden

Staff Representative



Date

(A) Minimum Base Rate of Pay Adjustment

The minimum annual base rate of pay for each eligible unit employee shall be \$55,000, effective July 1, 2023. If, after the competitive pay adjustment, the minimum annual base rate of pay for each eligible unit employee is below the new minimum annual base rate of pay, in addition to the competitive pay adjustment, each unit employee shall receive a special pay adjustment equal to the increase necessary to attain the minimum annual base rate of pay of \$55,000.

(B) Special Pay Adjustment

A special pay adjustment to the annual base rate of pay of eligible unit employees is provided as follows:

(a) Ten percent (10%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$55,000 to \$69,999;

(b) Eight percent (8%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$70,000 to \$84,999;

(c) Six percent (6%) special pay adjustments for each sworn law enforcement officer with a base rate of pay between \$85,000 to \$99,999;

(d) Four percent (4%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$100,000 to \$114,999;

(e) Three percent (3%) special pay adjustment for each sworn law enforcement officer with a base rate of pay greater than \$115,000.

For the State



Michael Mattimore
State's Chief Labor Negotiator

February 24, 2022
Date

For FOP



Ned D. Golden
Staff Representative

02/24/23
Date

(C) Special Pay Increase

In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, a four percent (4%) pay increase is provided to eligible unit employees.

(D) Combined Continuous Service Adjustment

A special pay adjustment to the base rate of pay for each eligible unit employee is provided, based on combined continuous service in sworn law enforcement position classifications as defined in Section 8 (2)(h)4. of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, as follows:

(1) A \$3,000 special pay adjustment for each sworn law enforcement officer with less than four years of combined continuous service in one or more of the position classifications referenced above;

(2) A \$5,000 special pay adjustment for each sworn law enforcement officer with at least four years, but less than six years of combined continuous service in one or more of the position classifications referenced above;

(3) A \$7,000 special pay adjustment for each sworn law enforcement officer with at least six years, but less than eight years of combined continuous service in one or more of the position classifications referenced above;

(4) A \$9,000 special pay adjustment for each sworn law enforcement officer with at least eight years, but less than ten years of combined continuous service in one or more of the position classifications referenced above;

(5) An \$11,000 special pay adjustment for each sworn law enforcement officer with at least ten years of combined continuous service in one or more of the position classifications referenced above.

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 24, 2023
Date

For FOP



Ned D. Golden
Staff Representative

02/27/23
Date

Article 27
INSURANCE BENEFITS

SECTION 1 – State Employees Group Health Plans

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

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

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

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 24, 2023
Date

For FOP



Ned D. Golden
Staff Representative

02/27/23
Date



Snapshot of Articles Negotiated for FY 2023-2024

The State of Florida and the State Employees Attorneys Guild (affiliated with the Federation of Physicians and Dentists) Selected Exempt Service (SES) Attorneys Unit 2023 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

There are no articles at impasse for Fiscal Year 2023-2024.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for all articles, with the exception of the following, for which tentative agreement was reached on changes or updates:

Article 18 – Wages

Article 19 – Insurance Benefits (Employee Premiums to Remain Unchanged)

Article 26 – Duration (Providing for a New Three-Year Agreement)

Appendix C – Request for Arbitration

REFERENCE

A copy of the current SES Attorneys Unit agreement can be found at the following link:

[SEAG SES-Attorneys Unit 2022-2023 Reopener Agreement.pdf](#)

State Employees Attorneys Guild (SEAG)
(Affiliated with the Federation of Physicians and Dentists)
SES Attorneys Unit - State Personnel System
Current Agreement Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
N/A	N/A

ECONOMIC ARTICLE(S)	COMMENTS
18 – Wages	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.
19 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <p>Article 26 – Duration (Providing for a New Three-Year Agreement) Appendix C – Request for Arbitration</p>

Article 18
WAGES

SECTION 1 – Performance Pay

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

SECTION 2 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 3 – Other Pay Provisions

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective October 1, 2023, agencies are authorized to grant a pay adjustment for recruitment and retention of up to ten percent (10%) after the competitive pay adjustment and subject to approval of each agencies’ plan for eligible unit employees in position classifications of Attorney (7736) and Senior Attorney (7738).

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 14, 2023
Date

For the FPD



Lance Geren
Chief Negotiator

February 14, 2023
Date

Article 19
INSURANCE BENEFITS

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

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 14, 2023
Date

For the FPD



Lance Geren
Chief Negotiator

February 14, 2023
Date

**FPD – (SES) Physicians
Unit**



Snapshot of Articles Negotiated for FY 2023-2024

The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Physicians Unit 2023 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

There are no articles at impasse for Fiscal Year 2023-2024.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for all articles, with the exception of the following, for which tentative agreement was reached on changes or updates:

Article 18 – Wages

Article 19 – Insurance Benefits (Employee Premiums to Remain Unchanged)

Article 26 – Duration (Providing for a New Three-Year Agreement)

Appendix C – Request for Arbitration

REFERENCE

A copy of the current SES Physicians Unit agreement can be found at the following link:

[FPD SES-Physicians Unit 2022-2023 Reopener Agreement.pdf](#)

Federation of Physicians and Dentists (FPD)
SES Physicians Unit - State Personnel System
Current Agreement Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
N/A	N/A

ECONOMIC ARTICLE(S)	COMMENTS
18 – Wages	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.
19 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <p>Article 26 – Duration (Providing for a New Three-Year Agreement)</p> <p>Appendix C – Request for Arbitration</p>

Article 18
WAGES


SECTION 1 – Performance Pay

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

SECTION 2 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

For the State




Michael Mattimore
State’s Chief Labor Negotiator

February 14, 2023

Date

For the FPD



Lance Geren
Chief Negotiator

February 14, 2023

Date

Article 19
INSURANCE BENEFITS

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

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 14, 2023
Date

For the FPD



Lance Geren
Chief Negotiator

February 14, 2023
Date

**FPD – (SES) Supervisory
Unit**



Snapshot of Articles Negotiated for FY 2023-2024

The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Supervisory Non-Professional Unit 2023 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

There are no articles at impasse for Fiscal Year 2023-2024.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for all articles, with the exception of the following, for which tentative agreement was reached on changes or updates:

Article 25 – Wages

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

Article 31 – Duration (Providing for a New Three-Year Agreement)

Appendix C – Request for Arbitration

REFERENCE

A copy of the current SES Supervisory Non-Professional Unit agreement can be found at the following link:

[FPD SES-Supervisory Unit2022-2023 Reopener Agreement.pdf](#)

Federation of Physicians and Dentists (FPD)
SES Supervisory Non-Professional Unit - State Personnel System
Current Agreement Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
N/A	N/A

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.
27 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <p>Article 31 – Duration (Providing for a New Three-Year Agreement)</p> <p>Appendix C – Request for Arbitration</p>

Article 25
WAGES

SECTION 1 – Performance Pay

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

SECTION 2 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 3 – Other Pay Provisions

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective October 1, 2023, agencies are authorized to grant a pay adjustment for recruitment and retention of up to ten percent (10%) after the competitive pay adjustment and subject to approval of each agencies’ plan for eligible unit employees in position classifications under the following Broadband Occupations:

- Computer Occupations, All Others
- Computer Programmers
- Computer Systems Analyst
- Computer User Support Specialists
- Database Administrators
- Network & Computer Systems Administrator
- Medical & Clinical Laboratory Technician

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 14, 2023
Date

For the FPD



Lance Geren
Chief Negotiator

February 14, 2023
Date

Article 27
INSURANCE BENEFITS

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

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 14, 2023
Date

For the FPD



Lance Geren
Chief Negotiator

February 14, 2023
Date



Snapshot of Articles Negotiated for FY 2023-2024

The State of Florida and the Florida State Fire Service Association Fire Service Unit 2023 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for most articles, with the exception of the following:

Tentative agreement was reached on changes or updates:

Article 5 – Representation Rights

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

Article 34 – Duration (Providing for a New Three-Year Agreement)

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

Article 6 – Grievance Procedure

Article 23 – Hours of Work and Overtime

Article 25 – Wages

Article 26 – Uniforms, Equipment & Awards

Article 29 – Health and Welfare

REFERENCE

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

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

Florida State Fire Services Association (FSFSA)
Fire Service Unit - State Personnel System
Current Contract Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
6 – Grievance Procedure	<p>12/14/22: The Union proposes striking Section 5(e) which pertains to the process when arbitrability is raised by either party.</p> <p>1/11/23: State countered with Status Quo. The current provisions were negotiated to ensure the neutrality of the arbitrator addressing the arbitrability of the grievance. This proposal would reverse this assurance of neutrality.</p>
23 – Hours of Work and Overtime	<p>12/14/22:</p> <p>Section 1: The Union proposes adding language to subsection 1(A) - Hours of Work and Overtime, to change the normal work period for unit positions in the Department of Children and Families (DCF) and the Department of Military Affairs (DMA).</p> <p>Section 6: A change of language to Section 6(B)(2) to permit employees to bank up to a maximum of 120 hours of special compensatory leave for use during wildland fire season or hurricane season in lieu of annual leave use.</p> <p>Adds subsection (3) to Section 6(B) that “An employee may be required to reduce compensatory leave credit balances, but at no time will be disciplined or coerced by mandating its use for the benefit of the agency.”</p> <p>Section 7: The Union proposes adding a new proposed Section 7 – Hazard/Physical Hardship Duty Pay Additive: " (A) When hazardous situations or physical hardships exist, non-high risk bargaining unit members will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties."</p>

	<p>"(B) Hazardous duty is defined as duty performed under circumstances which could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous but could cause extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place."</p> <p>1/11/23: State countered with Status Quo.</p> <p>The proposed language for Section 1 conflicts with the rest of subsection 1(A), which provides that all DCF unit members are on an extended 192-hour work period and all DMA unit members are on a 212-hour work period. These extended work periods meet the specific business needs of these agencies and, in the case of DMA, comport with federal contractual requirements.</p> <p>The proposal for Section 6 is not in the State's best interest. Participation in out-of-state firefighting is a voluntary activity. The current agreement reflects the negotiated terms by which special compensatory leave accrued since 2019 is managed, and already accounts for such leave having gone from "use it or lose it" status to now having cash value. Creating a process to exempt up to 120 hours of credits from disposition is not cost-effective, given that the vast majority of unit members (91%) do not currently have accrued balances over 40 hours.</p> <p>The proposal for a new Section 7 is not needed. Rule 60L-32.0011, F.A.C. already provides a Hazardous Duty additive for employees with exceptionally dangerous duties. Currently, only seven employees in the unit receive this additive, and all are in a special risk position (Forest Ranger or Senior Forest Ranger).</p> <p>The Union was not able to articulate a justification for providing non-special risk employees this additive or why hazardous duty should be distinguished from duty involving physical hardship.</p>
25 – Wages	See below.
26 – Uniforms, Equipment & Awards	12/14/22: The Union proposes removing Section 1 - Uniform Allowance, adding the word Uniforms to the title of Section 2 - Uniforms & Equipment and to the beginning of the section: <u>Uniforms</u> & Equipment

	<p>required as part of the employee’s job duties will be provided by the agency for use at no cost to the employee, and renumbering all sections.</p> <p>1/11/23: State countered with Status Quo. The Florida Forest Service, where the vast majority of unit members are employed, already provides state-funded uniforms upon hire and an annual uniform allowance.</p> <p>The Union did not present a case for why this provision is needed for other members of the unit (including those in non-fire fighting positions).</p>
29 – Health and Welfare	<p>12/14/22: The Union proposes adding a new Section 4 - Personnel Cancer Safety, which guarantees the opportunity for all FSFSA employees to be provided a LifeScan 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.</p> <p>1/11/23: The State proposed removing Section 3 (D)(2) - Initial Fitness Testing and renumbering the remaining sections because provisions for prospective hires are not appropriate in the contract. The Union proposal for a new Section 4 is not needed because the Florida Forest Service already provides Life Scans and has policies and procedures that provide for training on preventative measures and decontamination protocols. The Union did not present a case for why other unit members need these provisions.</p>

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	<p>12/14/22:</p> <p>Section 2: The Union proposes adding language which states "In accordance with Section 8 of the General Appropriations Act for Fiscal 2023-2024, contingent upon availability of funds and at the Agency Head’s discretion, and at the authorization of the Executive Branch or Legislative</p>

Branch, each agency is authorized to grant temporary special duties pay additives up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed."

Section 3: The Union proposes adding a new Section 3 - Cash Payout of Annual Leave: "Permanent Career Service employees may shall be given the option of receiving up to 24-hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes."

Section 4: "In accordance with the authority provided in the Fiscal Year General Appropriations Act, contingent on the availability of funds ~~and at the Agency Head's discretion,~~ and at the authorization of the Executive Branch or Legislative Branch, each agency shall authorize performance pay increases, which the provided reward shall be outlined within the performance evaluation achievable goals, based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35 Florida Administrative Code. Requirement of employees to obtain a job offer from outside the agency for review if the agency wishes to retain and offer pay increase shall be prohibited."

Section 5: The Union proposes a new Section 5 - Competitive Area Differential: "A Competitive Area Differential pay review will be conducted by the State. Utilizing the provided competitive area differential study the state shall provide for each represented bargaining unit position within the Florida State Fire Service Association Local S20, adjustments commensurate with the approved and awarded provisions to adjust pay within these positions to bring them in line with current costs of living and equitable wage provisions for same job which have increased causing severe hiring and retention of staff within the assigned positions."

Section 6: The Union proposes a new Section 6 - Seniority Pay Scale Adjustments: "Due to Pay Compression a pay adjustment to existing bargaining employees with five years of combined service. A pay adjustment of 1% pay raise for every year of service. (Example: an employee with 6 years of combined service will receive a 6% pay

	<p><u>adjustment, an employee with 12 years of service will receive 12% pay adjustment.) This is needed due to all firefighters being adjusted to \$41,600, which allowed one-year employees making the same as 15-20 year employees."</u></p> <p>2/3/23: The State's presented its proposal. All provisions are in accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2023-2024.</p> <p>Section 1 - Pay Additives will be administered to eligible members of the bargaining unit.</p> <p>Section 2 - Performance Pay will be contingent upon the availability of funds and at the Agency Head's discretion and based on the employee's performance rating of at least commendable.</p> <p>Section 3 - Competitive Pay Adjustment: Effective July 1, 2023, each eligible employee's June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).</p>
27 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/27/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS

The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:

- 5 – Representation Rights
- 34 – Duration (Providing for a New Three-Year Agreement)

Article 6
GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

SECTION 2 – Election of Remedy and Representation

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

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

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

SECTION 3 – Procedures

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

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

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

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

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

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

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

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

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

(1) Step 1

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

For the State

For FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or designee may meet with the grievant and/or the FSFSA Grievance Representative, or the grievant or representative if not represented by the union and shall communicate a decision in writing to the grievant and his designated representative if any, within 10 days following receipt of the written grievance. If the Step 1 Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2

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

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

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

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension or dismissal) was

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

taken without cause, is not resolved at Step 2, the grievant or the FSFSA Grievance Representative may appeal the grievance in writing on the grievance form contained in Appendix B of this Agreement by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2, . The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Agreement, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested, and shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documentation in support of the grievance.

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

(4) Grievance Mediation

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

(b) If the mediation is unsuccessful in resolving the grievance, the FSFSA will notify the Arbitration Coordinator and the agency representative within 10 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the FSFSA chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel in rotation. The arbitrator shall then schedule the hearing with the parties, with notice to the Arbitration Coordinator, not later than 60 days from the date the mediation concludes without a resolution of the grievance. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on unusual and compelling circumstances.

(5) Arbitration

(a) Arbitration Filing.

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

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

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

(b) The arbitrator shall be one person from a panel of at least four arbitrators, selected by the state and the FSFSA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state agency representative, the FSFSA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. If the grievant is not represented by the FSFSA, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FSFSA

Michael T. Brennan
President

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fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 20 days after being notified by the Arbitration Coordinator, the Arbitration Coordinator will issue a notice closing the file for failure to pay the required deposit after notice. The arbitrator shall notify the parties of their availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.

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

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

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the Arbitration Coordinator that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. The Arbitration Coordinator shall contact arbitrators on the panel in rotation to identify an arbitrator who can meet the requirements of this expedited process. These requirements include an arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

arrangements. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of Section 3(H)(5)(b) of this Article to conduct a hearing on the substantive issue(s).

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

1. The arbitrator shall transmit a decision to the parties, with a copy to the Arbitration Coordinator, not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.
2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
3. The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.
5. The arbitrator shall be without power or authority to make any decisions that are:

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FSFSA

Michael T. Brennan
President

Date

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

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

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

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

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

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

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

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

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

SECTION 4 – Time Limits

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

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

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

SECTION 5 – Exceptions

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

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

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

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

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FSFSA

Michael T. Brennan
President

Date

**ARTICLE 6
GRIEVANCE PROCEDURE**

SECTIONS 1-2 (Status Quo)

SECTION 3 – Procedures

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

(5) Arbitration

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

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

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

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

SECTION 4 – Time Limits (Status Quo)

SECTION 5 – Exceptions (Status Quo)

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for full-time employees, except as noted below, shall be 40 hours consisting of five eight-hour days, or four ten-hour days, or a 28-day, 160-hour period. The normal work period for Department of Children and Families’ employees shall be a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty. The normal work period for Department of Military Affairs’ employees shall be a 28-day, 212-hour period.

(B) Management retains the right to schedule its employees; however, the state will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

(C) Work beyond the normal workweek shall be administered in accordance with the provisions of Rule 60L-34, Florida Administrative Code.

(D) Management retains the right to approve time off for its employees. However, the state will make a good faith effort, whenever practical, to allow employees to use accrued leave credits as requested by the employee. Failure to approve an employee’s specific request shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. Where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 up to Step 2 of the procedure.

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays, and hours, 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. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave, the agency will notify the employee of the change at his home. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, 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 FSFSA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the state will schedule the employee to be off work for a minimum of two shifts between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) Where practical, vacation and holiday leave shall be scheduled in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency or ensuring the fair distribution of leave during the holidays.

(E) 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. Scheduling structures shall mean the normal work period as set forth in Section 1(A) of this article.

For the State

For FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an employee a 15-minute rest period during each four-hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can “rest” while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee’s late arrival on duty or early departure from duty.

SECTION 4 – Disability Leave

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

(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. The Department will approve such requests which, 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,

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

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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) An agency may request permission from the Department of Management Services to continue an employee in full-pay status on administrative leave, as described in (C), above, who sustains a job-connected disability resulting from an act of violence inflicted by another person while engaged in work duties or from an assault under riot conditions and has exhausted all the employee’s accrued leave when such leave usage amounts to fewer than 100 hours.

SECTION 5 – Work Day – Work Period

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer. The state will also make a good faith effort to schedule the work of an employee in a manner to minimize the extension of the employee’s workday beyond its scheduled hours, recognizing that such extensions may be necessary to address emergencies or to conserve staffing or other resources, as determined by the state.

(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 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, Florida Statutes, or for work performed during a work period that includes a holiday, as provided by the Rules of the State Personnel System.

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

(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 leavetypes:

(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, 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.

For the State

For FSFSA

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State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

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(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) 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 July 1, 2012, (Leave Type 0055); and

(b) Special compensatory leave credits earned on or after November 1, 2019, 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 hourly rate of pay.

(4) Any special compensatory leave hours earned prior to November 1, 2019, 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

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FSFSA

Michael T. Brennan
President

Date

Article 23

HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for full-time employees, Department of Children and Families’ Fire Inspector and Department of Military Affairs Deputy Chief and Fire Inspector, except as noted below, shall be 40 hours consisting of five eight-hour days, or four ten-hour days, or 28-day, 160-hour period. The normal work period for Department of Children and Families’ employees shall be a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty. The normal work period for Department of Military Affairs’ employees shall be a 28-day, 212-hour period.

(B) (Status Quo)

(C) (Status Quo)

(D) (Status Quo)

(E) (Status Quo)

SECTION 2 – 5 FSFSA proposes Status Quo

SECTION 6 – Special Compensatory Leave

(A) (Status Quo)

(B) (Status Quo)

(2) ~~Compelled Use of Special Compensatory Credits. An employee may be required to reduce compensatory leave credit balances.~~ Employees shall be permitted to bank up to a

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

maximum of 120-hours, for use during wildland fire season or hurricane season in lieu of annual leave use for deployments.

(3) Compelled Use of Special Compensatory Credits. An employee may be required to reduce compensatory leave credit balances, but at no time will be disciplined or coerced by mandating its use for the benefit of the agency.

(C) (Status Quo)

(D) (Status Quo)

SECTION 7 - Hazard/Physical Hardship Duty Pay Additive

(A) When hazardous situations or physical hardships exist, non-high risk bargaining unit members will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties.

(B) Hazardous duty is defined as duty performed under circumstances which could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous but could cause extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place.

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

Article 25
WAGES

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

SECTION 3 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FSFSA

Michael T. Brennan
President

Date

ARTICLE 25
WAGES

SECTIONS 1 - General Pay Provisions (Status Quo)

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

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

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

SECTION 5 – Competitive Area Differential

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

SECTION 6 –Seniority Pay Scale Adjustments

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

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

Article 26
UNIFORMS, EQUIPMENT & AWARDS

SECTION 1 – Uniform Allowance

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

SECTION 2 –Equipment

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

(A) Where hand-held radios are provided, they will be suitable for firefighting use.

(B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy.

(C) Name tags shall continue to be standard issue per agency policy.

SECTION 3 – Accessories

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

SECTION 4 – Non-Uniformed Employees

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

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

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SECTION 5– Recognition Awards

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FSFSA

Michael T. Brennan
President

Date

ARTICLE 26
Uniforms, Equipment & Awards

~~SECTIONS 1 – Uniform Allowance~~

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

SECTION 2 1- UNIFORMS & EQUIPMENT

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

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

SECTION 3 2 – Accessories (Status Quo)

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

SECTION 5 4 – Recognition Awards (Status Quo)

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

Article 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 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.

For the State

For FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

(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

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President

Date

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.

~~(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.~~

For the State

For FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

~~(2)-(3)~~ **Annual Fitness Testing**

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

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

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

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

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

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

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

3. Other circumstances may be allowed with Director approval.

(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.

For the State

For FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

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.

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.

For the State

For FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President

Date

Date

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.

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

For the State

For FSFSA

 Michael Mattimore
 State’s Chief Labor Negotiator

 Michael T. Brennan
 President

 Date

 Date

(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.

(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

Michael Mattimore
State's Chief Labor Negotiator

Date

For FSFSA

Michael T. Brennan
President

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

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

**The Florida State Fire Service Association - CBU 11 Wage Proposals
FY 2023-24**

Union/Issue	Estimated Cost	Comments
<p>Article 25, Section 2 - Provides agencies with the authorization to grant a temporary special duties pay additive up to 15 percent of an employee's base rate of pay if temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.</p>	Indeterminate	<p>Currently, agencies seek approval to activate temporary special duties pay additives during disasters for deployed employees. Costing is indeterminate and would depend on a disaster; however, there are currently 134 FTE within the CBU receiving an additive for CAD, Firefighters Supplemental Compensation and or Hazardous Duties.</p>
<p>Article 25, Section 3 - Provides eligible employees with the option to receive up to 24-hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p>	Indeterminate	<p>Hourly rate is required to calculate the estimated cost, but that was not available on the report provided. However, three agencies had FTE that met the criteria, the Department of Agriculture and Consumer services had 467 of 484 FTE with at least 24 hours of leave; the Department of Financial Services had a 23 of 25 FTE with at least 24 hours of leave; and the Department of Military Affairs had 21 of 24 FTE with at least 24 hours of leave.</p>
<p>Article 25, Section 4 - Provides eligible employees with a merit pay increase based on the employee's performance, as outlined within performance evaluation achievable goals. In addition, requiring an employee to obtain a job offer from outside the agency for review of a pay increase shall be prohibited.</p>	Indeterminate	<p>Contingent on the availability of funds and the approval of the Executive Branch or Legislative Branch.</p>
<p>Article 25, Section 5 - Provides for a Comprehensive Area Differential pay review and a potential pay adjustment based on such review to bring positions in line with current costs of living and equitable wage provisions.</p>	Indeterminate	<p>Costing to adjust would depend on the completion of a Comprehensive Area Differential Pay Review, status of a completed reported is unknown at this time. There are approximately 66 FTE within CBU 11 that currently have a Comprehensive Area Differential (CAD), the total amount per pay period for all members receiving a CAD is \$156,267.</p>
<p>Article 25, Section 6 - Provides for a pay adjustment based on an employee's years of service in the bargaining unit, this adjustment is needed to mitigate compression, since all members of the bargaining unit base rate of being adjusted to \$41,600.</p>	\$2.7 M	<p>Calculation is based on data from PeopleFirst for CBU 11 as of November 30, 2022. A total of 565 FTE with at least one year of service within CBU 11 was considered in the calculation for meeting the criteria. The calculation includes Retirement and FICA and an effective date of June 30, 2023 (date for at least year one year of service).</p>



The State of Florida and the Florida Police Benevolent Association Florida Highway Patrol Unit 2023 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

There are no articles at impasse for Fiscal Year 2023-2024.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for all articles, with the exception of the following, for which tentative agreement was reached on changes or updates:

- Article 5 – Employee Representation and PBA Activities
- Article 6 – Grievance Procedure
- Article 7 – Internal Investigations
- Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion
- Article 12 – Personnel Records
- Article 16 – Employment Outside State Government
- Article 19 – Personal Property – Replacement and/or Reimbursement
- Article 24 – On-Call – Call Back – Court Appearance
- Article 25 – Wages
- Article 27 – Insurance Benefits (Employee Premiums to Remain Unchanged)
- Article 35 – Duration (Providing for a New Three-Year Agreement)

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](#)

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
Current Contract Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
N/A	N/A

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	2/24/2023: The Union tentatively agreed to the State’s proposal of 2/3/23. However, still requires Legislative resolution action.
27 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/24/2023: The Union tentatively agreed to the State’s proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <ul style="list-style-type: none"> Article 5 – Employee Representation and PBA Activities Article 7 – Internal Investigations Article 6 – Grievance Procedure Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion Article 12 – Personnel Records Article 16 – Employment Outside State Government Article 24 – On-Call – Call Back – Court Appearance Article 34 – Duration (Providing for a New Three-Year Agreement)

Article 25
WAGES

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

SECTION 3 – Competitive Pay Adjustment

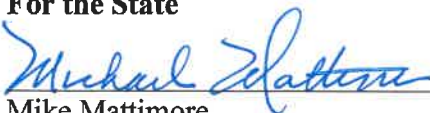
In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 4 – Other Pay Provisions

In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, the annual base rate of pay adjustments provided in Paragraphs (A) - (C) below are to be implemented, in the order listed to eligible unit employees in the following position classifications:

- Florida Highway Patrol Trooper (8030)
- Florida Highway Patrol Sergeant (8031)
- Florida Highway Patrol Pilot I (8032)
- Florida Highway Patrol Pilot II (8033)

For the State



Mike Mattimore
State’s Chief Labor Negotiator

2/14/23
Date

For PBA



George Corwine
Chief Negotiator

Feb 14, 2023
Date

Florida Highway Patrol Corporal (8034)
Florida Highway Patrol Investigator Sergeant (8035)

(A) Minimum Base Rate of Pay Adjustment

The minimum annual base rate of pay for each eligible unit employee shall be \$55,000, effective July 1, 2023. If, after the competitive pay adjustment, the minimum annual base rate of pay for each eligible unit employee is below the new minimum annual base rate of pay, in addition to the competitive pay adjustment, each unit employee shall receive a special pay adjustment equal to the increase necessary to attain the minimum annual base rate of pay of \$55,000.

(B) Special Pay Adjustment

A special pay adjustment to the annual base rate of pay for each eligible unit employee is provided as follows:

- (1) Ten percent (10%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$55,000 to \$69,999;
- (2) Eight percent (8%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$70,000 to \$84,999;
- (3) Six percent (6%) special pay adjustments for each sworn law enforcement officer with a base rate of pay between \$85,000 to \$99,999;
- (4) Four percent (4%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$100,000 to \$114,999;
- (5) Three percent (3%) special pay adjustment for each sworn law enforcement officer with a base rate of pay greater than \$115,000.

For the State



Mike Mattimore
State's Chief Labor Negotiator

2/14/23
Date

For PBA



George Corwine
Chief Negotiator

Feb 14, 2023
Date

(C) Combined Continuous Service Adjustment

A special pay adjustment to the base rate of pay for each eligible unit employee is provided, based on combined continuous service in sworn law enforcement position classifications as defined in Section 8 (2)(h)4. of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, as follows:

(1) A \$3,000 special pay adjustment for each sworn law enforcement officer with less than four years of combined continuous service in one or more of the position classifications referenced above;

(2) A \$5,000 special pay adjustment for each sworn law enforcement officer with at least four years, but less than six years of combined continuous service in one or more of the position classifications referenced above;

(3) A \$7,000 special pay adjustment for each sworn law enforcement officer with at least six years, but less than eight years of combined continuous service in one or more of the position classifications referenced above;

(4) A \$9,000 special pay adjustment for each sworn law enforcement officer with at least eight years, but less than ten years of combined continuous service in one or more of the position classifications referenced above;

(5) An \$11,000 special pay adjustment for each sworn law enforcement officer with at least ten years of combined continuous service in one or more of the position classifications referenced above.

For the State



Mike Mattimore
State’s Chief Labor Negotiator

2/14/23

Date

For PBA



George Corwine
Chief Negotiator

Feb 14, 2023

Date

Article 27
INSURANCE BENEFITS

SECTION 1 – State Employees Group Health Plans

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

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

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

For the State




Mike Mattimore
State’s Chief Labor Negotiator

2/14/23

Date

For PBA



George Corwine
Chief Negotiator

Feb 14, 2023

Date



The State of Florida and the Florida Police Benevolent Association Law Enforcement Unit 2023 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Successor years, all articles are open for negotiations.

There are no articles at impasse for Fiscal Year 2023-2024.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for all articles, with the exception of the following, for which tentative agreement was reached on changes or updates:

Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion

Article 25 – Wages

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

Article 35 – Duration (Providing for a New Three-Year Agreement)

REFERENCE

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

[PBA – Law Enforcement Unit: FY 2022-2023 Reopener Agreement](#)

Florida Police Benevolent Association (PBA)
Law Enforcement Unit - State Personnel System
Current Contract Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
N/A	N/A

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.
27 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/14/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <p>9 - Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion 18 - Hours of Work, Leave and Job-Connected Disability 35 – Duration (Providing for a New Three-Year Agreement)</p>

Article 25
WAGES

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

SECTION 3 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 4 – Other Pay Provisions

In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, the annual base rate of pay adjustments provided in Paragraphs (A) - (D) below are to be implemented, in the order listed to eligible unit employees in the following position classifications:

Department of Agriculture and Consumer Services

Law Enforcement Officer (8515)
Law Enforcement Corporal (8517)
Law Enforcement Sergeant (8519)

For the State



Mike Mattimore
State’s Chief Labor Negotiator

Feb 14, 2023

Date

For PBA



George J. Corwine
Chief Labor Negotiator, Florida PBA

Feb 14, 2023

Date

Law Enforcement Investigator II (8541)

Florida School for the Deaf and Blind

Law Enforcement Officer (8515)
Law Enforcement Investigator II (8541)

(A) Minimum Base Rate of Pay Adjustment


The minimum annual base rate of pay for each eligible unit employee shall be \$55,000, effective July 1, 2023. If, after the competitive pay adjustment, the minimum annual base rate of pay for each eligible unit employee is below the new minimum annual base rate of pay, in addition to the competitive pay adjustment, each unit employee shall receive a special pay adjustment equal to the increase necessary to attain the minimum annual base rate of pay of \$55,000.

(B) Special Pay Adjustment

A special pay adjustment to the annual base rate of pay for each eligible unit employee is provided as follows:

- (1) Ten percent (10%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$55,000 to \$69,999;
- (2) Eight percent (8%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$70,000 to \$84,999;
- (3) Six percent (6%) special pay adjustments for each sworn law enforcement officer with a base rate of pay between \$85,000 to \$99,999;
- (4) Four percent (4%) special pay adjustment for each sworn law enforcement officer with a base rate of pay between \$100,000 to \$114,999;
- (5) Three percent (3%) special pay adjustment for each sworn law enforcement officer with a base rate of pay greater than \$115,000.

For the State



Mike Mattimore
State's Chief Labor Negotiator

Date

Feb 14, 2023

For PBA



George J. Corwine
Chief Labor Negotiator, Florida PBA

Date

Feb 14, 2023

Article 27
INSURANCE BENEFITS

SECTION 1 – State Employees Group Health Plans

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

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

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

For the State



Mike Mattimore
State’s Chief Labor Negotiator

Feb 14, 2023
Date

For PBA



George J. Corwine
Chief Labor Negotiator, Florida PBA

Feb 14, 2023
Date



Snapshot of Articles Negotiated for FY 2023-2024

The State of Florida and the Florida Police Benevolent Association Security Services Unit 2024 – 2026 Collective Bargaining Successor Negotiations

BACKGROUND

The State and the Union are currently operating under a two-year agreement covering Fiscal Years 2021-2023. During Successor years, all articles are open for negotiations.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 7, 2023

The parties tentatively agreed to Status Quo for most articles, with the exception of the following:

Tentative agreement was reached on changes or updates:

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

Article 34 – Duration (Providing for a New Three-Year Agreement)

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: FY 2022-2023 Reopener Agreement](#)

Florida Police Benevolent Association (PBA)
Security Services Unit - State Personnel System
Current Contract Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 8, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
25 – Wages	See below.

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	<p>3/8/23:</p> <p>The Union submitted a new proposal.</p> <p>Sections 1- 4 comport with State’s revised proposal of 2/20/23. However the Union’s proposal adds the following:</p> <p>“Section 5- Retention Pay All bargaining unit members with more than 5 years of consecutive service within the bargaining unit on July 1, 2023 shall receive a 2.0 percent raise in base pay effective Oct 1, 2023.”</p> <p>“The State agrees to support funding of the following Retention Bonus Schedule starting with Fiscal year 2024-2025:”</p> <p>“Effective July 1, 2024, all bargaining unit members are eligible to receive a retention bonus on the anniversary of their date of hire. As an example, if an employee is hired on January 1, their anniversary is January 1 ever (sic) year thereafter. Eligibility is based on a rating of 3.0 or higher on last evaluation and no severe discipline during the last 12 months. The definition of severe discipline for the purpose of retention bonus will be a 08-hour suspension or above.”</p>

“The retention Bonus Schedule shall provide as follows:

Anniversary Years 5 to 9 1% each year
Anniversary Years 10 to 14 1.50% each year
Anniversary Years 15 to 19 2.0% each year
Anniversary Years 20 or above 2.50% each year”

“Section 6: Special Pay Additives: Effective Jan 1, 2024 all bargaining unit members that are assigned to Close Management Units shall receive a Special Pay additive of 10 percent.”

2/20/23: The State’s presented its proposal. All provisions are in accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2023-2024.

Section 1 - Pay Additives will be administered to eligible members of the bargaining unit.

Section 2 - Performance Pay will be contingent upon the availability of funds and at the Agency Head's discretion and based on the employee's performance rating of at least commendable.

Section 3 - Competitive Pay Adjustment: Effective July 1, 2023, each eligible employee's June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

Section 4 - In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, if, after the competitive pay adjustment, the minimum annual base rate for any employee in the following classes is below the amount indicated below, such employees shall be provided an adjustment to bring their respective salary to the new adjusted annual base rate of:

- (1) Correctional Officer (8003) \$47,840
- (2) Correctional Officer Sergeant (8005) \$52,624

	(3) Correctional Officer Lieutenant (8011) \$60,518 (4) Correctional Officer Captain (8013) \$66,570 (5) Correctional Probation Officer (8036) \$47,840 (6) Correctional Probation Senior Officer (8039) \$52,624 (7) Correctional Probation Specialist (8040) \$60,518 (8) Correctional Probation Supervisor (8045) \$66,570 (9) Correctional Probation Senior Supervisor (8046) \$76,556
27 – Insurance Benefits (Employee Premiums to Remain Unchanged)	2/8/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS

The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:

34 – Duration (Providing for a New Three-Year Agreement)

Article 25
WAGES

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

SECTION 3 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 4 – Minimum Base Rate of Pay Adjustment - Department of Corrections

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, if, after the competitive pay adjustment, the minimum annual base rate for any employee in the following classes is below the amount indicated below, such employees shall be provided an adjustment to bring their respective salary to the new adjusted annual base rate of:

(1) Correctional Officer (8003).....	\$47,840
(2) Correctional Officer Sergeant (8005).....	\$52,624
(3) Correctional Officer Lieutenant (8011).....	\$60,518

For the State

For PBA

Mike Mattimore
State’s Chief Labor Negotiator

James T. Biardi
Chapter President, Florida PBA

Date

Tammy Marcus
Chapter President, Florida PBA

Article 25
WAGES

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

SECTION 3 – Competitive Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 4 – Minimum Base Rate of Pay Adjustment - Department of Corrections

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, if, after the competitive pay adjustment, the minimum annual base rate for any employee in the following classes is below the amount indicated below, such employees shall be provided an adjustment to bring their respective salary to the new adjusted annual base rate of:

- (1) Correctional Officer (8003).....\$47,840
- (2) Correctional Officer Sergeant (8005).....\$52,624
- (3) Correctional Officer Lieutenant (8011).....\$60,518

For the State

For PBA

Mike Mattimore
State’s Chief Labor Negotiator

James T. Biardi
Chapter President, Florida PBA

Date

Tammy Marcus
Chapter President, Florida PBA

(4) Correctional Officer Captain (8013)	\$66,570
(5) Correctional Probation Officer (8036)	\$47,840
(6) Correctional Probation Senior Officer (8039).....	\$52,624
(7) Correctional Probation Specialist (8040)	\$60,518
(8) Correctional Probation Supervisor (8045)	\$66,570
(9) Correctional Probation Senior Supervisor (8046).....	\$76,556

Section 5- Retention Pay

All bargaining unit members with more than 5 years of consecutive service within the bargaining unit on July 1, 2023 shall receive a 2.0 percent raise in base pay effective Oct 1, 2023.

The State agrees to support funding of the following Retention Bonus Schedule starting with Fiscal year 2024-2025:

Effective July 1, 2024, all bargaining unit members are eligible to receive a retention bonus on the anniversary of their date of hire. As an example, if an employee is hired on January 1, their anniversary is January 1 ever year thereafter.

Eligibility is based on a rating of 3.0 or higher on last evaluation and no severe discipline during the last 12 months. The definition of severe discipline for the purpose of retention bonus will be a 08-hour suspension or above.

The retention Bonus Schedule shall provide as follows:

Anniversary Years 5 to 9	1% each year
Anniversary Years 10 to 14	1.50% each year
Anniversary Years 15 to 19	2.0% each year
Anniversary Years 20 or above	2.50% each year

Section 6: Special Pay Additives:

Effective Jan 1, 2024 all bargaining unit members that are assigned to Close Management Units shall receive a Special Pay additive of 10 percent.

For the State

For PBA

Mike Mattimore
State’s Chief Labor Negotiator

James T. Biardi
Chapter President, Florida PBA

Date

Tammy Marcus
Chapter President, Florida PBA

FISCAL ANALYSIS OF PBA-SSU'S MARCH 8, 2023, WAGE PROPOSAL

Due to time constraints, we were unable to obtain a fiscal analysis of the Police Benevolent Association – Security Services Unit (PBA-SSU) updated Wage Proposal in time for submission to the Committee by Noon on March 9.

This information is being gathered and will be forwarded to the Committee as soon as practicable.

Respectfully submitted,

Department of Management Services

March 9, 2023

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 Contract Expires June 30, 2023
Status of Collective Bargaining Negotiations as of March 7, 2023
2023-2026 Successor Negotiations
All Articles Were Open for Negotiations
Shaded = Tentative Agreement

ARTICLE(S) AT IMPASSE	COMMENTS
N/A	N/A

ECONOMIC ARTICLE(S)	COMMENTS
25 – Wages	2/17/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.
27 – Health Insurance (Employee Premiums to Remain Unchanged)	2/17/23: The Union tentatively agreed to the State's proposal of 2/3/23. However, still requires Legislative resolution action.

TENTATIVE AGREEMENTS
<p>The parties tentatively agreed to Status Quo for all remaining articles, with the exception of the following, for which tentative agreement was reached on changes or updates:</p> <p>Article 5 – Union Activities and Employee Representation Article 34 – Duration (Providing for a New Three-Year Master Contract)</p>

**Article 25
WAGES**

SECTION 1 – Pay Additives

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

SECTION 2 – Performance Pay

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

SECTION 3 – Competitive Pay Adjustment


In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 4 – Other Pay Provisions

A. Department of Corrections – Special Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, the Department of Corrections is authorized to grant a special pay adjustment of five percent (5%), after the competitive pay adjustment is made for eligible employees in the following maintenance position classifications:


- Vocational Instructor III – F/C (1315)
- Engineering Technician IV (4612)

For the State


Michael Mattimore
State’s Chief Labor Negotiator

February 21, 2023

Date

For AFSCME


Hector Ramos
Chief Negotiator

2/17/23

Date

Construction Projects Consultant I	(4691)
Construction Projects Consultant II	(4692)
Plumber	(6441)
Master Electrician	(6446)
Senior Refrigeration Mechanic	(6454)
Maintenance Mechanic – F/C	(6469)
Electronic Technician II	(7234)

B. Department of Children and Families – Special Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, the Department of Children and Families is authorized to grant a special pay adjustment of five percent (5%), in addition to the competitive pay adjustment for eligible employees in the following child protective position classifications:

Child Protective Investigator	(8371)
Senior Child Protective Investigator	(8373)
Child Protective Field Support Consultant	(8374)

C. Department of Children and Families – Minimum Base Rate of Pay Increase

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, the Department of Children and Families is authorized to increase the minimum base rate of pay up to ten percent (10%), in addition to the competitive pay adjustment for eligible employees in the following Comprehensive Eligibility Services position classifications:

Government Operations Consultant I	(2234)
Government Operations Consultant II	(2236)
Senior Human Services Program Specialist	(5879)
Economic Self-Sufficiency Specialist I	(6090)
Economic Self-Sufficiency Specialist II	(6091)
Investigation Specialist I	(8315)

For the State



Michael Mattimore
State’s Chief Labor Negotiator

February 21, 2023
Date

For AFSCME



Hector Ramos
Chief Negotiator

2/17/23
Date

Investigations Specialist II (8318)
 Quality Control Analyst (5890)

D. Department of Business and Professional Regulation – Recruitment and Retention Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, the Department of Business and Professional Regulation is authorized to increase the minimum salary, as indicated below, for recruitment and retention of eligible employees in the Central Intake, Customer Contact Center, and Hotels and Restaurants Compliance and Enforcement programs in the following position classifications:


Regulatory Specialist I	(0440)	\$36,540
Regulatory Specialist II	(0441)	\$39,672
Regulatory Specialist III	(0444)	\$43,848
Regulatory Consultant	(0442)	\$48,024
Sanitation and Safety Specialist	(8888)	\$40,154
Senior Sanitation and Safety Specialist	(8889)	\$43,176

E. Recruitment and Retention Pay Adjustment

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2023-2024, October 1, 2023, agencies are authorized to grant a pay adjustment for recruitment and retention of up to ten percent (10%) after the competitive pay adjustment and subject to approval of each agencies’ plan for eligible unit employees in position classifications under the following Broadband Occupations:


<u>Broadband Occupation</u>	<u>Unit</u>
Accountants and Auditors	(Administrative & Clerical)
Accountants and Auditors	(Professional)
Budget Analysts	(Professional)
Computer Network Architects	(Professional)
Computer Network Support Specialists	(Professional)

For the State


 Michael Mattimore
 State’s Chief Labor Negotiator

February 21, 2023
 Date

For AFSCME


 Hector Ramos
 Chief Negotiator

2/17/23
 Date

Computer Occupations, All Others	(Administrative & Clerical)
Computer Occupations, All Others	(Professional)
Computer Programmers	(Administrative & Clerical)
Computer Programmers	(Professional)
Computer Systems Analyst	(Professional)
Computer User Support Specialists	(Administrative & Clerical)
Computer User Support Specialists	(Professional)
Database Administrators	(Professional)
Financial Analysts	(Professional)
Financial Specialists, All Other	(Administrative & Clerical)
Financial Specialists, All Other	(Professional)
Information Security Analysts	(Professional)
Licensed Practical & Licensed Vocational Nurses	(Human Services)
Life/Physical/Social Science Technician, All Other	(Operational Services)
Medical & Clinical Laboratory Technician	(Human Services)
Medical & Clinical Laboratory Technician	(Operational Services)
Network & Computer Systems Administrator	(Administrative & Clerical)
Network & Computer Systems Administrator	(Professional)
Paralegals and Legal Assistants	(Administrative & Clerical)
Paralegals & Legal Assistants	(Professional)
Web Developers	(Administrative & Clerical)

For the State




Michael Mattimore
State's Chief Labor Negotiator

February 21, 2023

Date

For AFSCME



Hector Ramos
Chief Negotiator

2/17/23

Date

Article 27
HEALTH INSURANCE

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

For the State

Michael Mattimore

Michael Mattimore
State’s Chief Labor Negotiator

February 21, 2023
Date

For AFSCME

Hector Ramos

Hector Ramos
Chief Negotiator

2/17/23
Date



Joint Select Committee on Collective Bargaining

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

**MEETING PACKET
Materials Submitted:
Bargaining Units**

**Monday, March 13, 2023
12:30 PM – 2:30 PM
Reed Hall (102 HOB)**



**FLORIDA STATE FIRE SERVICE ASSOCIATION
IAFF LOCAL S20**



03/09/2023
Electronic Email

Via

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

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

Re: Collective Bargaining Impasse

Dear President Passidomo and Speaker Renner:

An Impasse remains between the Collective Bargaining Negotiations between the Florida State Fire Service Association S-20 (also referred to as the “FSFSA”) and the State of Florida. In accordance with section 447.403(5), Florida Statutes, we are providing our list of the collective bargaining contract articles that remain unresolved.

Unfortunately, the Department of Management Services continues to kick the can down the road and focus only on items with financial impact instead of dealing with all items at the negotiations table.

In addition to economic matters – which can and should be addressed – there are many non-economic matters which the employer refuses to deal with in any meaningful way.

I will address the Florida State Fire Service Association’s open issues below and supplement our argument at the hearing.

ARTICLE 6 GRIEVANCE PROCEDURES

**SECTION 3-PROCEDURES
SUB (5) ARBITRATION
(A-3-F) DELETE**

This section of the Contract requires separate hearings on (1) procedural arbitrability issues and (2) the merits of a grievance. While it may be good for the lawyers, having two hearings where one would suffice is both expensive and unusual in labor relations. Matters of arbitrability and the merits can easily be heard in a single hearing before the same arbitrator. This language is unnecessary, atypical, a waste of tax dollars, and should be removed.



FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



ARTICLE 23 HOURS OF WORK AND OVERTIME

SECTION 1 HOURS OF WORK AND OVERTIME (ADDED LANGUAGE (A)) SECTION 6 SPECIAL COMPENSATORY LEAVE (NEW LANGUAGE (2-3)) SECTION 7 HAZARD/PHYSICAL HARDSHIP DUTY PAY ADDITIVE (NEW)

Section 1, which is proposed new language, reflects the changes made by the Department of Children and Families (DCF) and the Department of Military Affairs (DMA) to collective bargaining unit positions. These changes to specified positions to these agencies have taken covered positions and placed them into a 40-hour work week schedule. These positions do not meet the current approved hours of work and overtime provision of our current contract with regard to DCF 192 hours of work within a 28-day period and DMA 212-hour period.

The Florida State Fire Service Association's proposed language change is to simply allow these positions to remain as for agency operations and be properly covered under the Fair Labor Standards Act for provisions dealing with overtime. If not granted, then the agencies will be forced to place the positions back to the allocated contract schedule and will result in hardships for those few positions.

Section 6 *Section 2* adds new language to allow for the banking of a maximum of 120 hours for our bargaining unit members whom can utilize these hours for Wildland and Hurricane Deployment assistance. Many Wildland Fire and Firefighter Command staff provide deployment assistance during heavy fire or disaster needs. The current Special Compensatory Leave system pays out earned leave PRIOR to the actual Season in which these services are in demand, thereby requiring employees to utilize Personal Leave instead. This modest request by the FSFSA would merely allow these employees to bank a maximum of 120 hours which can be used to off set the need to utilize personal leave.

Section 3 adds simple, new language saying that it is understood the state can compel use of Special Compensatory Credits to reduce the balance, but at no time will employees be disciplined or coerced by agency administration in its use for the benefit of the agency. We regret to advise that employees have been verbally. This is a benefit for use by the employee and not the employer and we therefore request that this language be provided to ensure the agencies comply.

Section 7 adds a new language concerning employees performing high hazardous work but are not classified as High Risk under the Retirement classification. These members continue to place themselves in harm's way, yet are not provided appropriate compensation for those duties. Upon review of the employer's language, we believe it appropriate to provide it as a separate section within the Contract and set forth a simple definition which can be applied for its provision.



FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



ARTICLE 25 WAGES

SECTION 2 DEPLOYMENT TO A FACILITY OR AREA CLOSED DUE TO EMERGENCY (NEW LANGUAGE)

SECTION 3 CASH PAYOUT OF ANNUAL LEAVE (NEW LANGUAGE)

SECTION 4 PERFORMANCE PAY (NEW LANGUAGE)

SECTION 5 COMPETITIVE AREA DIFFERENTIAL (NEW LANGUAGE)

SECTION 6 SENIORITY PAY SCALE ADJUSTMENTS (NEW LANGUAGE AND SECTION)

Section 2 adds language taking the discretion of the Agency Head away and simply placing that the provision shall be granted upon the authorization of the Executive or Legislative Branch upon of funds being provided. In this regard, agency heads have refused to provide this benefit to employees even when funding was provided by the Executive and Legislative Branches. We simply seek to have the language reflect that, if the Executive or Legislative Branch provides a benefit to which our employees are able to receive, the agencies will comply and provide that benefit.

Section 3 simply replaces “may” with “shall” regarding receipt of up to 24-hours payout of unused annual leave each December. Agencies have refused this payout benefit to employees simply claiming that this was not funded, when in fact it has been funded within the State Budget every year, but not agency budgets.

Section 4 adds new language again removing the discretion of the Agency Head and providing that the provision shall be granted upon the authorization of the Executive Branch or Legislative Branch upon of funds being provided. Agency heads are not providing a benefit to employees put in place upon the State’s removal of Cost of Living Adjustments. Many employees receive excellent evaluations but nevertheless are denied their right to this benefit. even when the Executive and Legislative branches provide it.

Section 5 adds a provision requiring the State provide a Comprehensive Pay Additive review and grant adjustments to employees in areas which are grossly affected. Many employees have had no choice to relocate into areas simply because the cost of living far exceeds income.

Section 6 adds a new provision to deal with the gross pay compression from last year’s session in which our seasoned members who were provided much needed pay increase for their job positions. We greatly appreciate the pay adjustment that put employees back to those in comparison with their counter parts. However, the end result was a bigger problem with those FSFSA members who have served the state for many years. They are now across the board making the same as new hires with no experience, while being required to shoulder the responsibilities of leadership and duties now with no separation for their years of loyalty. Our request is to provide a very simple way to return the seniority and separation to these positions from new hires. This has created a morale problem, and leadership position advancement block which will only grow, unless and until we address the resultant wage compression.



**FLORIDA STATE FIRE SERVICE ASSOCIATION
IAFF LOCAL S20**



ARTICLE 26 UNIFORMS, EQUIPMENT & AWARDS

SECTION 1 UNIFORM ALLOWANCE (DELETE)

SECTION 2 (TURNS TO 1 ADDS LANGUAGE)

SECTION 3 (TURNS TO 2)

SECTION 4 (TURNS TO 3)

SECTION 5 (TURNS TO 4)

Section 1 is deleted given that this provision is for the purchase of uniform equipment that needs to be provided by the employer. This provision is no longer valid inasmuch as the two agencies in question have failed to increase or provide for the rise in cost of boots. If equipment or uniforms are mandated by the agencies, then it should be provided to employees. These items are required by Codes and Standards for their safety and of course should be provided by the employer to its employees.

With deletion of the current Section 1, *Section 2* will become the new Section 1, and the remaining sections will be renumbered accordingly.

ARTICLE 29 HEALTH & WELFARE

SECTION 4 PERSONAL CANCER SAFETY (NEW LANGUAGE AND SECTION)

Article 4 includes a new provision to cover all Firefighters in the unit, which are continually per their job duties, working in exposure atmospheres, the ability to receive early cancer screening services. The Florida Forestry Service already has a provision within our contract and provides these services every two years. It has already born fruit in discovering cancers which were found early and allowed for treatment of those individuals. Because of this ability these individuals remain as a very valued and productive employee to this State. This is our 4th year we are simply asking for these services to be provided to *all* firefighters in the International Association of Fire Fighters, S-20 unit, and thereby ensure continued quality pre-care to our employees and retain our highly trained and needed staff.

If you have any questions, please contact me at (352)220-7825, or admin@iafflocals20.com.

Respectfully submitted,

Michael T. Brennan
President
International Association of Fire Fighters S-20
Florida State Fire Service Association
(352) 220-7825
admin@iafflocas20.com
spudman1998@gmail.com

**ARTICLE 6
GRIEVANCE PROCEDURE**

SECTIONS 1-2 (Status Quo)

SECTION 3 – Procedures

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

(5) Arbitration

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

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

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

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

SECTION 4 – Time Limits (Status Quo)

SECTION 5 – Exceptions (Status Quo)

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

Article 23

HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for full-time employees, Department of Children and Families’ Fire Inspector and Department of Military Affairs Deputy Chief and Fire Inspector, except as noted below, shall be 40 hours consisting of five eight-hour days, or four ten-hour days, or 28-day, 160-hour period. The normal work period for Department of Children and Families’ employees shall be a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty. The normal work period for Department of Military Affairs’ employees shall be a 28-day, 212-hour period.

(B) (Status Quo)

(C) (Status Quo)

(D) (Status Quo)

(E) (Status Quo)

SECTION 2 – 5 FSFSA proposes Status Quo

SECTION 6 – Special Compensatory Leave

(A) (Status Quo)

(B) (Status Quo)

(2) ~~Compelled Use of Special Compensatory Credits. An employee may be required to reduce compensatory leave credit balances.~~ Employees shall be permitted to bank up to a

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

maximum of 120-hours, for use during wildland fire season or hurricane season in lieu of annual leave use for deployments.

(3) Compelled Use of Special Compensatory Credits. An employee may be required to reduce compensatory leave credit balances, but at no time will be disciplined or coerced by mandating its use for the benefit of the agency.

(C) (Status Quo)

(D) (Status Quo)

SECTION 7 - Hazard/Physical Hardship Duty Pay Additive

(A) When hazardous situations or physical hardships exist, non-high risk bargaining unit members will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties.

(B) Hazardous duty is defined as duty performed under circumstances which could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous but could cause extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place.

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

**ARTICLE 25
WAGES**

SECTIONS 1 - General Pay Provisions (Status Quo)

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

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

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

SECTION 5 – Competitive Area Differential

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

SECTION 6 –Seniority Pay Scale Adjustments

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

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

ARTICLE 26
Uniforms, Equipment & Awards

~~SECTIONS 1 – Uniform Allowance~~

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

SECTION 2 1- UNIFORMS & EQUIPMENT

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

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

SECTION 3 2 – Accessories (Status Quo)

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

SECTION 5 4 – Recognition Awards (Status Quo)

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

**ARTICLE 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

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date



FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

March 9, 2023

**VIA UNITED STATES
& ELECTRONIC MAIL**

(JointSelectCommitteeonCollectiveBargaining@myfloridahouse.gov)

Joe McVaney, Staff Director
Joint Select Committee on Collective Bargaining
Florida Senate
404 South Monroe Street
Tallahassee, Florida 32399-1100

Lance Toliver, Staff Director
Joint Select Committee on Collective Bargaining
The Florida House of Representatives
404 South Monroe Street
Tallahassee, Florida 32399-1100

**Re: Joint Select Committee on Collective Bargaining
Federation of Public Employees Cover Letter**

Dear Mr. McVaney and Mr. Toliver:

The Federation of Public Employees (“FOPE” or the “Union”) represents employees of the Florida Lottery (“Lottery”) in several classifications.

The parties have tentatively agreed on the following articles:

- Article 5 – Arbitration – Non-Disciplinary Cases
- Article 14 – Seniority
- Article 15 – Promotions, Job Posting, Filling Vacancies and New Positions
- Article 30 – Term of Contract

The parties have not yet reached an agreement regarding Article 12 – Wages. Although an impasse has occurred in the parties’ negotiations pursuant to Article 30 of the Collective Bargaining Agreement (“CBA”), negotiations are ongoing.

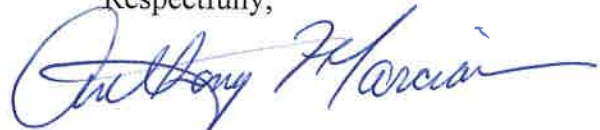
The Union's wage proposal (attached) seeks an Across-the Board Increase of 5% to base pay effective July 1, 2023, and a Sales Performance Reward Plan, both of which are included in the Governor's Budget Recommendation for Fiscal Year 2023-24.¹

Likewise, the Governor's Budget Recommendation includes a Critical Markey Pay (CMP) Additive of \$1,300 for employees working in the Hillsborough, Lee, Palm Beach, and Miami-Dade district offices. The Union's proposal adopts the Governor's recommended Critical Market Pay Additive and proposes extending it to employees working in the Orange County district office in light of the widely acknowledged high cost of living in the area.

Finally, in an effort to reduce turnover and salary compression amongst sales representatives, FOPE's proposes a retention plan that would provide sales representatives with a \$500 supplement for every 5 years of continuous service with the Lottery.

Negotiations are ongoing, however, if the parties are unable to reach an agreement, the Union is hopeful that this Committee will recommend adopting the Governor's Budget Recommendation along with the two enhancements proposed by the Union. The CMP additive and retention supplement proposed by the Union are low costs solutions to help address turnover and compression, and to support retention by giving our hardworking employees the wages they deserve and allowing them to support their families.

Respectfully,



Anthony Marciano

¹ The Governor's Budget Recommendation for Fiscal Year 2023-24 includes \$712,500 of recurring Operating Trust Fund budget authority to support a Sales Performance Reward Plan. The funds will allow the department to implement a tiered reward system for high performing sales representatives. The recommended amount is based on all of the department's sales representatives earning the maximum incentive of \$5000. In order for an employee to qualify, they must meet the Revenue Estimating Conference's forecast and must exceed the Scratch-Off statewide average growth rate for the respective year by at least 1%. This will ensure that the incentive is tied directly to an increase that exceeds baseline expectations. Qualified sales representatives would receive a reward based on a five-tier, percentage over goals, structure ranging from 1% up to 5%. This issue was modified from the agency's Legislative Budget Request.

<http://www.frameworkforfreedombudget.com/web%20forms/Budget/BudgetJustification.aspx?justID=217917&si=36102000&pc=1601000000&icd=4100A10&title=Justification&ver=1>

**FOPE WAGES PROPOSAL
2023-2024**

Across-the-Board Increase

- Effective July 1, 2023, all bargaining unit employees shall receive an increase of five (5%) to base pay.

Sales Performance Reward Plan

- Beginning in fiscal year 2023-24, A Sales Performance Reward plan will be implemented to reward high performing Sales Representatives as follows:
 - An employee who meets their yearly personal goal as determined based on the Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 1%-1.9% will receive a \$1,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 2%-2.9% will receive a \$2,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 3%-3.9% will receive a \$3,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 4%-4.9% will receive a \$4,000 salary additive.
 - An employee who meets their yearly personal goal as determined based on Revenue Estimating Conference’s forecast and exceeds the Scratch-Off statewide average growth rate for the respective year by 5% or more will receive a \$5,000 salary additive.

Critical Market Pay (CMP) Additive

- Bargaining unit employees working in the following district offices will receive a Critical Market Pay Additive of \$1,300: Hillsborough, Lee, Palm Beach, Miami-Dade, and Orange. These CMP Additives shall be granted only during the time the employee is assigned duties

within those areas.

Retention Pay Plan

- Effective July 1, 2023, Sales Representatives will receive an annual longevity supplement of \$500 for every 5 years of continuous service with the Lottery.

Appropriations

- In the event that less than the required amount to maintain the Sales Performance Reward Plan, CMP Additive, and Retention Pay Plan is appropriated by the Legislature, the parties will meet to agree on distribution of the amounts appropriated by the Legislature in a manner that helps increase retention and reduce turnover amongst Sales Representatives. The Sales Performance Reward Plan and CMP Additives will be given funding priority.
- In the event that the funds appropriated to support the Sales Performance Reward Plan, CMP Additive, and Retention Pay Plan exceed the amount necessary to provide these incentives to all eligible employees, then the parties will agree on the distribution of additional funds in a manner that helps increase retention and reduce turnover amongst Sales Representatives.

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 contingent on the availability of funds provided in the current Fiscal Year General Appropriations Act (GAA).

SECTION 2 - Competitive Pay Adjustment

In accordance with State law and the current Fiscal Year General Appropriations Act, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by five percent (5%). The competitive pay adjustment shall be made before any other adjustment(s).

SECTION 3 – Pay Additives

In accordance with State law and the current Fiscal Year General Appropriations Act, a critical market pay (CMP) additive shall be provided to eligible employees, as mandated.

An additive of \$1,300.00 will be provided to Lottery personnel working in the following district offices: Hillsborough, Lee, Palm Beach and Miami-Dade. These critical market pay additives shall be granted only during the time the employee is assigned duties within those areas. Under any circumstances, the Agency will provide the additives in the exact manner in which it is dictated in the current Fiscal Year General Appropriations Act.

SECTION 4 – 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.~~

SECTION 4 – Sales Performance Reward Plan

In accordance with the authority provided in the current Fiscal Year General Appropriations Act, a sales performance reward will be provided to eligible employees, as mandated and consistent with criteria established by the Agency.

For the Lottery:

For the FOPE:

J. Wes Gay
Lottery’s Labor Negotiator

Lucia Piva
FOPE Chief Negotiator

Date

Date



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

Senator Bryan Avila. Co-Chair

Representative Dave Smith, CO-Chair

Joint Select Committee on Collective Bargaining

Governmental Oversight and Accountability Committee

404 South Monroe Street

Tallahassee, Florida 32399-1100

RE: PBA Collective Bargaining Proposals for Security Services Unit

Dear Senator Avila and Representative Smith:

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 for the Security Services Bargaining Unit. This unit covers the State Correctional Officers and Probation Officers who are employed the Department of Corrections. It also covers the Institutional Security Specialists who work for the Agency for Persons with Disabilities and the Department of Children and Families. We have reached agreement on all articles except article 25, wages. As for article 25, we believe it is safe to say that both sides are working hard to reach an agreement. The PBA submitted a new proposal on March 8, 2023, and believe that progress will be made towards reaching an agreement. We are willing to accept Section 4 of the State's wage proposal (Minimum Base Rate of Pay), however, ISS Officers (approximately 250 officers) were not included in the State's offer. We are also requesting retention pay to keep the veteran officers from leaving the agencies. In addition to the State's proposed base rate of pay increase, we are requesting an additional two percent base pay increase effective October 1, 2023, for all officers with over five (5) years of continuous service. We are also requesting support from the State in fiscal year 24-25 for a pay retention bonus schedule to help the

agencies retain veteran officers and to make this unit's pay plan similar to the other law enforcement units in Florida. The last item we are requesting is a 10 percent pay additive for those FDC officers assigned to close management units. These officers deal daily with the most violent and dangerous inmates who have a history of assaulting staff and inmates.

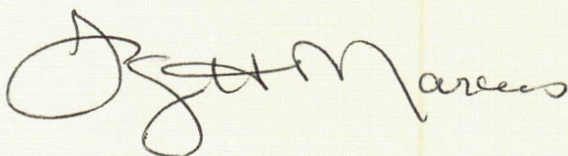
We have elected not to speak during the committee hearing on Monday, March 13, 2023, knowing the support we receive from the Governor, his staff, and this Legislature. We respectfully request that you give our budget proposal consideration and want to thank the Governor and this legislative body for their continued support of Correctional Officers, Correctional Probational Officers, and ISS Officers. Please see the attached current wage proposal submitted by the PBA.

Thank you for your time and support,



James Baiardi

President-State Corrections Officers Chapter, Florida PBA



Tammy Marcus

President-State Probation Officers Chapter, Florida PBA



- (4) Correctional Officer Captain (8013)\$66,570
- (5) Correctional Probation Officer (8036)\$47,840
- (6) Correctional Probation Senior Officer (8039).....\$52,624
- (7) Correctional Probation Specialist (8040)\$60,518
- (8) Correctional Probation Supervisor (8045)\$66,570
- (9) Correctional Probation Senior Supervisor (8046).....\$76,556

Section 5- Retention Pay

All bargaining unit members with more than 5 years of consecutive service within the bargaining unit on July 1, 2023 shall receive a 2.0 percent raise in base pay effective Oct 1, 2023.

The State agrees to support funding of the following Retention Bonus Schedule starting with Fiscal year 2024-2025:

Effective July 1, 2024, all bargaining unit members are eligible to receive a retention bonus on the anniversary of their date of hire. As an example, if an employee is hired on January 1, their anniversary is January 1 ever year thereafter.

Eligibility is based on a rating of 3.0 or higher on last evaluation and no severe discipline during the last 12 months. The definition of severe discipline for the purpose of retention bonus will be a 08-hour suspension or above.

The retention Bonus Schedule shall provide as follows:

Anniversary Years 5 to 9	1% each year
Anniversary Years 10 to 14	1.50% each year
Anniversary Years 15 to 19	2.0% each year
Anniversary Years 20 or above	2.50% each year

Section 6: Special Pay Additives:

Effective Jan 1, 2024 all bargaining unit members that are assigned to Close Management Units shall receive a Special Pay additive of 10 percent.

For the State

For PBA

Mike Mattimore
State’s Chief Labor Negotiator

James T. Biardi
Chapter President, Florida PBA

Date

Date

Tammy Marcus
Chapter President, Florida PBA

Date

From: Hector Ramos <hramos@afscme-fl.org>
Sent: Thursday, March 9, 2023 8:22 AM
To: Joint Select Committee on Collective Bargaining
Subject: RE: [EXTERNAL] - The Joint Select Committee on Collective Bargaining Meeting Notice - 3/13/23,12:30 p.m.

Categories: AFSCME

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Ms. Lacher:

AFSCME Council 79, having reached a Tentative Agreement with Management/DMS, will not be there. Thank-you for the opportunity.

*Hector R. Ramos, Director
AFSCME Florida Region 2
5600 U.S. Highway 98 N., Ste 2
Lakeland, Florida, 33809
(813) 319-0705*

From: Joint Select Committee on Collective Bargaining
<JointSelectCommitteeonCollectiveBargaining@myfloridahouse.gov>
Sent: Wednesday, March 8, 2023 3:56 PM
To: !HSE Democratic Office <!HSEDemocraticOffice@myfloridahouse.gov>; !HSE Republican Office <!HSERepublicanOffice@myfloridahouse.gov>; !HSE Speaker's Office <!HSESpeakersOffice@myfloridahouse.gov>; #HDIST016 Rep & Staff <#HDIST016Rep&Staff@myfloridahouse.gov>; #HDIST030 Rep & Staff <#HDIST030Rep&Staff@myfloridahouse.gov>; #HDIST038 Rep & Staff <#HDIST038Rep&Staff@myfloridahouse.gov>; #HDIST044 Rep & Staff <#HDIST044Rep&Staff@myfloridahouse.gov>; #HDIST053 Rep & Staff <#HDIST053Rep&Staff@myfloridahouse.gov>; #HDIST062 Rep & Staff <#HDIST062Rep&Staff@myfloridahouse.gov>; Hector Ramos <hramos@afscme-fl.org>; Vicki Hall <vhall@afscme-fl.org>; Barley, Debbie <Debbie.Barley@myfloridahouse.gov>; Brink, Adam <Adam.Brink@myfloridahouse.gov>; Cantella, Tracy <CANTELLA.TRACY@flsenate.gov>; DMS - Anna Gray <anna.gray@dms.fl.gov>; DMS - Marilyn Cain <Marilyn.Cain@dms.fl.gov>; DMS - Maryellen McDonald <Maryellen.mcdonald@dms.fl.gov>; DMS - Sharon Larson <Sharon.Larson@dms.fl.gov>; FDP - Henry Santana <hsantan@nuhce.org>; Federation of Public Employees - Daniel Reynolds <pilar.forero@federationmembers.org>; Federation of Public Employees - Jack Marziliano <jack.marziliano@federationmembers.org>; Federation of Public Employees - Lucia Piva <lpiva@phillipsrichard.com>; Ferrin, Jay <Ferrin.Jay@flsenate.gov>; FHP - Bill Smith <instruc777@aol.com>; FHP/LEU - George Corwine <george@flpba.org>; Florida Nurses Assoc. - Carolyn Lightner <clcddn@aol.com>; Florida Nurses Assoc. - Don Slesnick <donslesnick@scllp.com> <donslesnick@scllp.com>; Florida Nurses Assoc. - John Berry <jberry@floridanurse.org>; FOP - Mike Tucker <m.tucker@floridastatefop.org>; FOP - Ned Golden <ned.golden@floridastatefop.org>; FOP - Scott Gibson <scott@fdlefop.com>; FPBA - Al Shopp <alshopp@flpba.org>; FPBA - Stephanie Dobson Webster <Stephanie@flpba.org>; FPD - Lance Geren <lgeren@odonoghuelaw.com>; FSFSA - Michael Brennan <Mbrennan25@cfl.rr.com>; FSFSA - Richard Siwica <rsiwica@eganlev.com>; Griffin, Dan <Dan.Griffin@myfloridahouse.gov>; Harmsen, Jessie <HARMSEN.JESSIE@flsenate.gov>; Henry Mahler, Dep. Dir., FDMS <henry.mahler@dms.fl.gov>; McVaney, Joe <McVaney.Joe@flsenate.gov>; LEU - Scott Hoffman <scott@flpba.org>; LEU - Scott Miller <miller.flpba@gmail.com>; LEU - Steven Slade <stevenslade@flpba.org>; LEU - Terrynce Bing <boetheo260@gmail.com>; Lottery - Jeff Ivey <IveyJ@flalottery.com>; Lottery - Linda Smith <smithL@flalottery.com>;

Piland, Stacey <Stacey.Piland@myfloridahouse.gov>; Redig, Tamra <Redig.Tamra@flsenate.gov>; SSU - James T. Baiardi <jimmy@flpba.org>; SSU- Tammy Marcus <tammy@flpba.org>; Takacs, Jeff <Jeff.Takacs@myfloridahouse.gov>; Urban, Ashley <Ashley.Urban@LASPBS.STATE.FL.US>

Subject: [EXTERNAL] - The Joint Select Committee on Collective Bargaining Meeting Notice - 3/13/23,12:30 p.m.

[EXTERNAL EMAIL] - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please report suspicious activity, links or emails.

The Joint Select Committee on Collective Bargaining will meet March 13, 2023, from 12:30 p.m. to 2:30 p.m., in Reed Hall (102 HOB). A copy of the notice is attached.

Tamara Lacher

Administrative Lead, State Affairs Committee
Florida House of Representatives
209 House Office Building
Tallahassee, FL 32399
850.717.4890

Please Note: Florida has a broad public records law. Most written communications to and from state officials regarding state business are considered public records and will be made available to the public and media upon request. Your e-mail message therefore might be subject to public disclosure.

Law Offices of
Slesnick & Casey, LLP

THE BILTMORE • 1200 ANASTASIA AVENUE

SUITE CCA-100

Coral Gables, Florida 33134-6339

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CERTIFIED CIRCUIT COURT MEDIATOR
donslesnick@scllp.com

TEL (305) 448-5672
FAX (305) 448-5685

JAMES C. CASEY
jimcasey@scllp.com

March 8, 2023

Representative David Smith
Alternating Chair
Joint Select Committee on
Collective Bargaining

david.smith@myfloridahouse.gov

Senator Bryan Avila
Alternating Chair
Joint Select Committee on
Collective Bargaining

avila.bryan@flsenate.gov

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

Dear Chair Avila, Chair Smith, and Committee Members,

This office represents the Florida Nurses Association/Office and Professional Employees International Union, Local 713, AFL-CIO ("FNA"). The FNA is the certified bargaining agent for approximately 2,600 health care professionals employed by the State of Florida ("State") who work tirelessly protecting the health and safety of its citizens.

Out of respect for the Committee's time constraints (and the fact that our members are working on the front lines of the various public health challenges faced by the citizens of Florida), the FNA hereby submits this, a summary of the issues which remain at impasse. For the reasons stated, our FNA bargaining team members will probably not be able 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 David Smith
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 8, 2023

Senator Bryan Avila
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 8, 2023

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.

While the FNA and the Governor have agreed to 95% of the collective bargaining agreement's terms and conditions; the two critical contract issues now at impasse, and the FNA's latest positions regarding them, are:

1. **\$2,000.00 COVID BONUS**

For each of the past two years the Legislature appropriated a \$1000 bonus for the State's First Responders to the 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. The legislature should not let this oversight go uncorrected, and, thus, the FNA seeks a \$2,000.00 bonus for the State's Health Care Professionals.

2. **Article 25 - Wages**

(a.) The FNA has informed the Governor that it agrees to his proposed 5% across-the-board wage increase for all members of the bargaining unit. This issue is **not** at impasse.

(b.) The FNA also agrees with the Governor to provide an additional discretionary "recruitment and retention" pay adjustment of up to 10% for Nurse Midwives, Nurse Practitioners and Registered Nurses. However, the FNA urges the legislature to expand the eligibility for such a pay increase to all the professional health care job classifications in its bargaining unit (*i.e.*: Behavioral Analysts, Community Health Nurses, Dentists, Dieticians, Drug Inspectors, Pharmacists, Public Health Nutritionists, Mental Health Consultants, Speech and Hearing Therapists). All these professionals are critical to the well-being of our State. It would create a morale issue to treat certain members of the bargaining unit in a different manner than others when all these classifications are recruitment-and-retention-challenged. This benefit would not create a financial burden on the state budget as the proposed wage adjustments are discretionary based on the availability of funds in each Agency.

IN SUMMARY:

As the legislature begins its 2023 session, the FNA urges the members of the Senate and the House to carefully consider the needs of their state-employed health care professionals. These professionals are in short supply and the demand for their talent is high, but your employees have shown extreme loyalty to the work demands of their employer: the State of Florida.

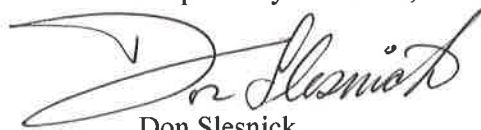
Representative David Smith
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 8, 2023

Senator Bryan Avila
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 8, 2023

This is the year when special attention to your health care professionals is truly deserved. Were it not for these dedicated, skilled, fearless “First Responders” the various pandemics and epidemics would have extracted a much higher toll of human lives throughout our State.

Whether or not the Governor’s proposed budget responds to those needs; the legislature should certainly do so. The FNA offers its “thanks” to the Committee members for their service in such an important capacity which hopefully, in the end, will help create productive results for all concerned: *i.e.*: your professional health care employees and the citizens of Florida.

Respectfully submitted,



Don Slesnick
FNA Labor Counsel

Submitted to: JointSelectCommitteeoncollectivebargaining@myfloridahouse.gov

Attachments:

cc: Carolyn Lightner, ARNP, President, State Unit: clcddn@aol.com
John Berry, Director of Labor Relations, FNA: jberry@floridanurse.org
Michael Mattimore, Esquire, Attorney for the Governor: mmattimore@anblaw.com
Sharon Larson, Director, DMS: sharon.larson@dms.fl.gov
Lance Toliver, Joint Select Committee Staff Director, lance.toliver@myfloridahouse.gov
Honorable Members of the Joint Select Committee