



# JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Mayfield, Alternating Chair  
Representative Fabricio, Alternating Chair

## Meeting Packet

Tuesday, January 20, 2026  
8:00—9:00 a.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Ben Albritton  
President

Daniel Perez  
Speaker

**JOINT COMMITTEE MEETING NOTICE**

**JOINT SELECT COMMITTEE ON COLLECTIVE  
BARGAINING**

**Senator Mayfield, Alternating Chair  
Representative Fabricio, Alternating Chair**

**MEETING DATE:** Tuesday, January 20, 2026  
**TIME:** 8:00—9:00 a.m.  
**PLACE:** *Pat Thomas Committee Room, 412 Knott Building*

**SENATE MEMBERS:** Senator Mayfield, Alternating Chair; Senators Arrington, Bernard, Brodeur, DiCeglie, Grall, McClain, Polsky, and Rodriguez

**HOUSE MEMBERS:** Representative Fabricio, Alternating Chair; Representatives Aristide, Cobb, Harris, Miller, Nix, and Partington

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

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Other Related Meeting Documents

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# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Mayfield, Alternating Chair  
Representative Fabricio, Alternating Chair

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

Tuesday, January 20, 2026  
8:00—9:00 a.m.  
*Pat Thomas Committee Room, 412 Knott Building*

Ben Albritton  
President

Daniel Perez  
Speaker

**Cover Letter to Joint  
Committee Members**



4050 Esplanade Way  
Tallahassee, FL 32399-0950

Ron DeSantis, Governor

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January 12, 2026

*Via Electronic Mail*

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

Re: Impasse of Collective Bargaining Negotiations for Fiscal Year 2026-2027 between the State of Florida and the Bargaining Agents Representing State Personnel System (SPS) Employees

Dear Committee Members:

We have enclosed the materials requested by the Joint Select Committee on Collective Bargaining.

This past bargaining cycle the state negotiated with the bargaining agents representing the currently certified collective bargaining units for Fire Service, Florida Highway Patrol, Law Enforcement, Special Agent, and Security Services to obtain new successor agreements covering 2026-2029. All of the current agreements expire June 30, 2026.

The enclosed materials include copies of the state's statutorily required notices to the Florida Legislature regarding status of negotiations, an overview of the current SPS collective bargaining units, status sheets detailing negotiated contract articles (including those at impasse), the most recent state and union proposals for the impasse articles, and the state's costing of union wage proposals.

Thank you for the opportunity to present this information to the Committee. If you have questions or concerns, please contact me at 850-561-3503, or Julisa Nnorom, Senior Counsel-Labor and Employment for the Department of Management Services, at 850-412-6918.

Respectfully submitted,

  
Michael Mattimore  
Chief Labor Negotiator

MM/ja  
Enclosures

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



4050 Esplanade Way  
Tallahassee, FL 32399-0950

Ron DeSantis, Governor

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January 12, 2026

Via Electronic Mail

The Honorable Ben Albritton, President  
Florida Senate  
409 The Capitol

The Honorable Daniel Perez, Speaker  
Florida House of Representatives  
420 The Capitol

Re: Collective Bargaining Impasse on Fiscal Year 2026-2027 Contract Terms

Dear President Albritton and Speaker Perez:

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

If you have questions, please contact me at 850-561-3503, or Julisa Nnorom, Senior Counsel-Labor and Employment for the Department of Management Services, at 850-412-6918.

Sincerely,

A handwritten signature in blue ink that reads "Michael Mattimore". The signature is written in a cursive, flowing style.

Michael Mattimore  
Chief Labor Negotiator

MM/ja

Enclosures

cc: Kerey Carpenter, Chair, Public Employees Relations Commission  
Erica Roth-Prado, Deputy Budget Director, Office of Policy and Budget, Executive Office of the Governor  
Austin Boam, Deputy Policy Director, Office of Policy and Budget, Executive Office of the Governor  
Tom Berger, Interim Secretary, Department of Management Services  
Jeff Ivey, Chief of Staff, Department of Management Services  
Edric Sanchez, Deputy Secretary, Workforce Operations, Department of Management Services  
Chad Corcoran, Legislative Affairs Director, 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

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



4050 Esplanade Way  
Tallahassee, FL 32399-0950

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

December 10, 2025

*Via Electronic Mail*

The Honorable Ben Albritton, President  
Florida Senate  
409 The Capitol

The Honorable Daniel Perez, Speaker  
Florida House of Representatives  
420 The Capitol

Re: Notification of Statutory Collective Bargaining Impasse

Dear President Albritton and Speaker Perez:

An impasse has occurred pursuant to section 216.163(6), Florida Statutes, in the negotiations between the Governor and the employee organizations representing the State Personnel System certified collective bargaining units. We will continue to negotiate in the coming weeks in an effort to reach agreement on as many unresolved issues as possible and will submit information regarding those issues we cannot resolve no later than January 13, 2026, pursuant to section 447.403(5), Florida Statutes.

If you have questions or concerns, please contact me at 850-561-3503 or Julisa Nnrom, Senior Counsel-Labor and Employment for the Department of Management Services, at 850-412-6918.

Sincerely,

Michael Mattimore  
Chief Labor Negotiator

MM/ja

cc: Kerey Carpenter, Chair, Public Employees Relations Commission  
Erica Roth-Prado, Deputy Budget Director, Office of Policy and Budget, Executive Office of the Governor  
Austin Boam, Deputy Policy Director, Office of Policy and Budget, Executive Office of the Governor  
Pedro Allende, Secretary, Department of Management Services  
Jeff Ivey, Chief of Staff, Department of Management Services  
Edric Sanchez, Deputy Secretary, Workforce Operations, Department of Management Services  
Chad Corcoran, Legislative Affairs Director, 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

Pursuant to Chapter 447, Florida Statutes, the Governor is the “public employer” with respect to collective bargaining with State Personnel System (SPS) employees. There are currently five collective bargaining units certified by the Public Employees Relations Commission for SPS employees in the Career Service. The data provided below for each unit is through January 4, 2026.

## **Florida Highway Patrol Unit (FHP) – Represented by the Police Benevolent Association**

Includes Career Service sworn law enforcement officer positions and first line sworn supervisor positions in the Department of Highway Safety and Motor Vehicles. There are currently 1,793 positions allocated to this unit.

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

Includes Career Service sworn law enforcement officer positions and sworn supervisor positions in law enforcement agencies except the Department of Highway Safety and Motor Vehicles. The Departments of Agriculture and Consumer Services, Business and Professional Regulation, Corrections, Environmental Protection, Financial Services, Law Enforcement, Legal Affairs; the Fish and Wildlife Conservation Commission; the Florida Gaming Control Commission; and the Florida School for the Deaf and the Blind have positions in this unit. There are currently 1,506 positions allocated to this unit.

## **Security Services Unit (SSU) – Represented by the Police Benevolent Association**

Includes Career Service correctional officer positions up to the captain level and Career Service probation officer positions up to the senior supervisor level in the Department of Corrections; and Career Service institutional security positions up to the shift supervisor level in the Agency for Persons with Disabilities and the Department of Children and Families, primarily involved in the direct care, custody, and control of persons involuntarily confined to state institutions or facilities; or the supervised custody, surveillance, and control of assigned probationers and parolees. There are currently 18,532 positions allocated to this unit.

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

Includes uniformed firefighter, supervisor, and other specified non-uniformed positions in the Career Service involved in fire prevention, fire suppression, and fire training and instruction. The Agency for Health Care Administration, and the Departments of Agriculture and Consumer Services, Children and Families, Financial Services, and Military Affairs have positions in this unit. There are currently 626 positions allocated to this unit.

## **Special Agent Unit (SAU) - Represented by Florida State Lodge Fraternal Order of Police, Inc.**

Includes Career Service professional, sworn law enforcement investigator positions in the Florida Department of Law Enforcement, conducting criminal investigations of suspected law violations primarily connected with organized crime, and/or providing other specialized law enforcement services, including protective services and the investigation of other law enforcement officers. There are currently 312 positions allocated to this unit.



# Overview of State Personnel System Collective Bargaining Units

## COLLECTIVE BARGAINING UNIT STATISTICS

Employee Organization	Collective Bargaining Unit	Employees Represented <sup>1</sup>	Dues Paying Members	Percent Paying Dues	Non-Dues Paying Employees	Percent Not Paying Dues
Police Benevolent Association	FHP	1,620	1,095	67.59%	525	32.41%
	LEU	1,304	625	47.93%	679	52.07%
	SSU	17,794	8,134	45.71%	9,660	54.29%
Florida State Fire Service Association	Fire Service	587	214	36.46%	373	63.54%
Florida State Lodge Fraternal Order of Police, Inc.	SAU	283	136	48.06%	147	51.94%

Division of State Human Resource Management  
 Department of Management Services  
 Data Source: People First System  
 Through January 4, 2026

<sup>1</sup> The number of employees represented refers to filled positions at the time the data was reported.

**Governor's Recommended  
Budget**

SECTION 8. EMPLOYEE COMPENSATION AND BENEFITS - FISCAL YEAR 2026-2027

This section provides instructions for implementing the Fiscal Year 2026-2027 salary and benefit adjustments provided in this act. All allocations, distributions, and uses of these funds are to be made in strict accordance with the provisions of this act and chapter 216, Florida Statutes.

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

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) and (2). 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

Effective July 1, 2026, the elected officers, members of commissions, and designated employees shall be paid at the annual rate listed below; however, these salaries may be reduced on a voluntary basis. Funds are included in Specific Appropriation 2153 to increase the annual base rate of pay over the June 30, 2026, base rate of pay for the elected officers, members of commission, and designated employees as provided in the following table.

Governor.....	141,400
Lieutenant Governor.....	135,516
Chief Financial Officer.....	139,988
Attorney General.....	139,988
Commissioner of Agriculture.....	139,988
Supreme Court Justice.....	277,343
Judges - District Courts of Appeal.....	234,484
Judges - Circuit Courts.....	210,878
Judges - County Courts.....	199,243
Judges of Compensation Claims.....	184,317
State Attorneys.....	234,618
Public Defenders.....	227,784
Commissioner - Public Service Commission.....	161,253
Commissioner - Florida Gaming Control Commission.....	161,253
Chair - Public Employees Relations Commission.....	165,000
Commissioner - Public Employees Relations Commission.....	56,612
Chair - Commission on Offender Review.....	165,000
Commissioner - Commission on Offender Review.....	155,000
Criminal Conflict and Civil Regional Counsels.....	146,607

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, 2026, funding in the amount of \$98,211,322 from the General Revenue Fund and \$86,263,579 from trust funds are provided in Specific Appropriation 2153 to grant a 2.0 percent competitive pay adjustment to each eligible employee's June 30, 2026, 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) State Law Enforcement Officers

Effective July 1, 2026, funding in the amount of \$4,023,871 from the General Revenue Fund and \$9,442,251 from trust funds are provided in Specific Appropriation 2153 to grant a special pay adjustment for eligible employees who are sworn law enforcement officers. Each eligible sworn law enforcement officer shall receive a pay adjustment to their June 30, 2026, base rate of pay, in addition to the competitive pay adjustment provided in paragraph (1)(b), of 3.0 percent (5.0 percent total). For the purposes of this subsection, the term "sworn law enforcement officer" means (1) each unit employee in the law enforcement, special agent, and Florida Highway Patrol collective bargaining units; and (2) each non-unit employee in one of the following position classifications listed below, and any other position classifications certified as a law enforcement officer pursuant to section 943.13, Florida Statutes:

Department of Agriculture and Consumer Services  
Law Enforcement Lieutenant (8522); and Law Enforcement Captain (8632)

Department of Business and Professional Regulation  
Law Enforcement Lieutenant (8522); and Law Enforcement Captain (8632)

Department of Environmental Protection  
Law Enforcement Lieutenant (8522); and Law Enforcement Captain (8632)

Department of Financial Services  
Law Enforcement Lieutenant (8522); and Law Enforcement Captain (8632);  
and Law Enforcement Investigator II (8541)

Department of Highway Safety and Motor Vehicles  
Florida Highway Patrol Lieutenant (8042); Florida Highway Patrol Captain  
(8038); and Law Enforcement Captain (8632)

Department of Law Enforcement  
Law Enforcement Lieutenant (8522); Law Enforcement Captain (8525);  
Special Agent Supervisor (8548); and Investigator-FDLE (8590)

Department of Legal Affairs  
Law Enforcement Lieutenant (8522); Law Enforcement Captain (8525); Law  
Enforcement Captain (8632); and Law Enforcement Investigator II (8541)

Department of Lottery  
Special Agent Supervisor (1126); and Special Agent II (2608)

Fish and Wildlife Conservation Commission  
Law Enforcement Lieutenant (8522); and Law Enforcement Captain (8525)

Florida Gaming Control Commission  
Special Agent Supervisor (8584); Chief of Law Enforcement (8613) and  
Director of Law Enforcement (9838)

Florida School for the Deaf and the Blind  
Law Enforcement Lieutenant (8522)

Justice Administration Commission  
Investigator I (6661); Investigator II (6662); Investigator III (6663);  
and Investigator (6664)

State Court System  
Deputy Marshal-Supreme Court (1505); and Deputy Marshal-District Court  
(1506)

(b) Park Rangers

Effective July 1, 2026, funding in the amount of \$24,682 from the General Revenue Fund and \$3,190,343 from trust funds are provided in Specific Appropriation 2153 to increase the minimum annual base rate of pay to \$40,000 or 3.0 percent (5.0 percent total), whichever is greater. in addition to the competitive pay adjustment provided in paragraph (1)(b), for each eligible employee in one of the following position classifications:

Department of Agriculture and Consumer Services  
Forest Ranger (7609); and Senior Forest Ranger (7610)

Department of Environmental Protection  
 Park Ranger (6612)

Department of Military Affairs  
 Forest Ranger (7609); and Senior Forest Ranger (7610)

(c) Information Technology Classifications

1. Effective July 1, 2026, from the funds provided in Specific Appropriation 2153, \$1,823,152 in the General Revenue Fund and \$4,223,723 in trust funds, are provided for agencies to grant special pay adjustments to address recruitment and retention issues for eligible employees or cohorts of employees in an information technology or computer related classification to stabilize the workforce, in addition to the competitive pay adjustment provided in paragraph (1)(b). Agencies shall submit a plan for such adjustments pursuant to section 216.177(2), Florida Statutes.

2. The following represents the maximum amount that each agency may distribute for this pay adjustment:

Agency for Health Care Administration	
General Revenue.....	38,950
Trust Funds.....	217,825
Agency for Persons with Disabilities	
General Revenue.....	54,773
Trust Funds.....	37,636
Department of Agriculture & Consumer Services	
General Revenue.....	61,877
Trust Funds.....	245,557
Department of Business & Professional Regulation	
General Revenue.....	3,449
Trust Funds.....	152,083
Department of Children & Families	
General Revenue.....	154,977
Trust Funds.....	277,201
Department of Citrus	
Trust Funds.....	6,657
Department of Commerce	
Trust Funds.....	218,940
Department of Corrections	
General Revenue.....	321,650
Trust Funds.....	12,323
Department of Education - Board of Governors	
General Revenue.....	30,822
Trust Funds.....	3,775
Department of Education - Division of Blind Services	
General Revenue.....	3,939
Trust Funds.....	8,509
Department of Education - Division of Vocational Rehabilitation	
General Revenue.....	11,211
Trust Funds.....	44,206
Department of Education - Florida School for the Deaf and Blind	
General Revenue.....	31,561
Trust Funds.....	1,560
Department of Education - State Board of Education	
General Revenue.....	99,395
Trust Funds.....	161,552
Department of Education - Early Learning	
General Revenue.....	8,629
Trust Funds.....	7,101
Department of Elder Affairs	
General Revenue.....	14,376
Trust Funds.....	28,872
Department of Environmental Protection	
General Revenue.....	1,720
Trust Funds.....	159,318
Department of Financial Services	
General Revenue.....	97,714
Trust Funds.....	302,048
Department of Financial Services - Office of Financial Regulation	
Trust Funds.....	8,896
Department of Financial Services - Office of Insurance Regulation	
Trust Funds.....	14,299

FISCAL YEAR 2026-27 GOVERNOR'S RECOMMENDED GENERAL APPROPRIATIONS ACT

Department of Health	
General Revenue.....	255,138
Trust Funds.....	732,313
Department of Juvenile Justice	
General Revenue.....	105,594
Trust Funds.....	61
Department of Law Enforcement	
General Revenue.....	49,021
Trust Funds.....	166,362
Department of Legal Affairs	
General Revenue.....	54,333
Trust Funds.....	34,818
Department of Management Services	
General Revenue.....	54,136
Trust Funds.....	89,059
Department of Management Services - Administrative Hearings	
Trust Funds.....	15,270
Department of Management Services - Commission on Human Relations	
General Revenue.....	4,248
Trust Funds.....	1,530
Department of Military Affairs	
General Revenue.....	17,542
Trust Funds.....	24,105
Department of Revenue	
General Revenue.....	217,728
Trust Funds.....	220,772
Department of State	
General Revenue.....	95,945
Trust Funds.....	3,313
Department of Transportation	
Trust Funds.....	414,682
Department of Veterans' Affairs	
General Revenue.....	7,610
Trust Funds.....	30,787
Executive Office of the Governor	
General Revenue.....	11,444
Trust Funds.....	94,050
Executive Office of the Governor - Division of Emergency Management	
General Revenue.....	14,593
Trust Funds.....	28,671
Fish & Wildlife Conservation Commission	
General Revenue.....	777
Trust Funds.....	46,807
Florida Gaming Control Commission	
Trust Funds.....	31,534
Public Service Commission	
Trust Funds.....	29,356
Department of Highway Safety & Motor Vehicles	
Trust Funds.....	351,875

(d) Attorney Classifications

Effective July 1, 2026, funds are provided in Specific Appropriation 2153, \$18,829,783 from the General Revenue Fund and \$17,795,662 from trust funds, to increase the minimum annual base rate of pay to \$65,000 or 3.0 percent (5.0 percent total), whichever is greater for eligible employees in attorney and general counsel position classifications. Each eligible employee shall receive a pay adjustment to their June 30, 2026, base rate of pay, in addition to the competitive pay adjustment provided in paragraph (1)(b). Agencies shall submit a plan for such adjustments pursuant to section 216.177(2), Florida Statutes.

2. The following represents the maximum amount that each agency may distribute for this pay adjustment:

Agency for Health Care Administration	
General Revenue.....	99,664
Trust Funds.....	468,592
Agency for Persons with Disabilities	
General Revenue.....	219,293
Trust Funds.....	152,722
Department of Agriculture & Consumer Services	
General Revenue.....	183,960
Trust Funds.....	309,217
Department of Business & Professional Regulation	
General Revenue.....	16,024
Trust Funds.....	581,853

FISCAL YEAR 2026-27 GOVERNOR'S RECOMMENDED GENERAL APPROPRIATIONS ACT

Department of Children & Families	
General Revenue.....	3,249,374
Trust Funds.....	2,961,104
Department of Citrus	
Trust Funds.....	4,449
Department of Commerce	
General Revenue.....	91,339
Trust Funds.....	818,396
Department of Corrections	
General Revenue.....	333,131
Trust Funds.....	13,376
Department of Education - Board of Governors	
General Revenue.....	12,816
Trust Funds.....	1,569
Department of Education - Early Learning	
General Revenue.....	1,844
Trust Funds.....	1,518
Department of Education - State Board of Education	
General Revenue.....	165,465
Trust Funds.....	268,940
Department of Elder Affairs	
General Revenue.....	40,844
Trust Funds.....	54,395
Department of Environmental Protection	
General Revenue.....	48
Trust Funds.....	674,638
Department of Financial Services	
Trust Funds.....	938,583
Department of Financial Services - Office of Insurance Regulation	
Trust Funds.....	393,537
Department of Financial Services - Office of Financial Regulation	
Trust Funds.....	232,164
Department of Health	
General Revenue.....	71,789
Trust Funds.....	1,506,199
Department of Juvenile Justice	
General Revenue.....	45,735
Trust Funds.....	1,327
Department of Law Enforcement	
General Revenue.....	69,976
Trust Funds.....	143,836
Department of Legal Affairs	
General Revenue.....	2,179,155
Trust Funds.....	2,039,139
Department of Lottery	
Trust Funds.....	12,737
Department of Management Services	
General Revenue.....	12,605
Trust Funds.....	218,768
Department of Management Services - Commission on Human Relations	
General Revenue.....	128,147
Trust Funds.....	46,156
Department of Management Services - Public Employees Relations Commission	
General Revenue.....	3,723
Trust Funds.....	2,491
Department of Military Affairs	
General Revenue.....	7,580
Department of Revenue	
General Revenue.....	348,155
Trust Funds.....	448,315
Department of State	
General Revenue.....	251,128
Trust Funds.....	112
Department of Transportation	
Trust Funds.....	1,297,263
Department of Veterans' Affairs	
General Revenue.....	7,908
Trust Funds.....	3,131
Executive Office of the Governor	
General Revenue.....	51,171
Trust Funds.....	841
Executive Office of the Governor - Division of Emergency Management	
General Revenue.....	4,927
Trust Funds.....	9,677

FISCAL YEAR 2026-27 GOVERNOR'S RECOMMENDED GENERAL APPROPRIATIONS ACT

Fish & Wildlife Conservation Commission	
General Revenue.....	2,604
Trust Funds.....	176,525
Florida Commission on Offender Review	
General Revenue.....	11,474
Florida Gaming Control Commission	
Trust Funds.....	185,348
Public Service Commission	
Trust Funds.....	448,157
Department of Highway Safety & Motor Vehicles	
Trust Funds.....	708,934
Department of Management Services - Division of Administrative Hearings	
Trust Funds.....	110,785
State Court System	
General Revenue.....	1,643,316
Trust Funds.....	438,512
Justice Administrative Commission	
General Revenue.....	24,967
Trust Funds.....	2,256
Justice Administrative Commission - Guardian Ad Litem	
General Revenue.....	1,853,421
Trust Funds.....	143,800
Justice Administrative Commission - State Attorneys & Asst State Attorneys	
General Revenue.....	7,690,169
Trust Funds.....	1,973,300

(e) Department of Corrections

1. Effective July 1, 2026, funds are provided in Specific Appropriation 2153 for the Department of Corrections to increase the minimum base pay to \$28.00 per hour for employees in the Correctional Officers (8003) position classification, in addition to the competitive pay adjustment provided in paragraph (1)(b).

2. Effective July 1, 2026, funds are provided in Specific Appropriation 2153, for the Department of Corrections to grant special pay adjustments to address recruitment and retention, in addition to the competitive pay adjustment provided in paragraph (1)(b), for operational staff and correctional officers in correctional facilities that are not listed in subparagraph (2)(e)1. The agency shall submit a plan for such adjustments pursuant to section 216.177(2), Florida Statutes.

(f) Highway Safety and Motor Vehicles

From the funds provided in Specific Appropriation 2786, the Department of Highway Safety and Motor Vehicles may, in addition to the competitive adjustment provided in paragraph (1)(b) and special pay adjustment provided in paragraph (2)(a), use up to \$11,576,190 to increase the minimum annual base rate of pay of employees of the Florida Highway Patrol (FHP) related position classifications to implement the FHP Sworn Officers Career Development Plan. The department shall submit a plan for such adjustments pursuant to section 216.177(2), Florida Statutes.

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

(a) State Life Insurance and State Disability Insurance

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

(b) State Health Insurance Administrative Health Insurance Assessment

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

(c) State Health Insurance Plans and Benefits

1. For the period July 1, 2026, through June 30, 2027, the Department of Management Services shall continue with 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, 2026, through June 30, 2027, the benefits provided under each of the plans shall be those benefits as provided in the current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, and current Health Maintenance Organization contracts and benefit documents, including any revisions to such health benefits approved by the Legislature.

3. Beginning January 1, 2027, for the 2027 plan year, each plan shall continue the benefits for occupational therapy authorized for the 2026 plan year.

4. Effective July 1, 2026, the state health insurance plans, as defined in subsection (3)(c), shall limit plan participant cost sharing (deductibles, coinsurance, and copayments) for covered in-network medical services, the amount of which shall not exceed the annual cost sharing limitations for individual coverage or for family coverage as provided by the U.S. Department of Health and Human Services pursuant to the provisions of the federal Patient Protection and Affordable Care Act of 2010 and the Internal Revenue Code. Medical and prescription drug cost sharing amounts incurred by a plan participant for covered in-network service shall be aggregated to record the participant's total amount of plan cost sharing limitations. The plan shall pay 100 percent of covered in-network services for a plan participant during the applicable calendar year once the federal cost share limitations are reached.

5. Effective July 1, 2026, 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.

6. Effective January 1, 2027, the Division of State Group Insurance shall continue to allow service delivery through telehealth in its health benefits contracts.

7. Effective January 1, 2027, the Department of Management Services shall automatically enroll newly Medicare-eligible retirees and their Medicare-eligible dependents into the State Group Insurance Program's Medicare Advantage Prescription Drug (MA-PD) plan that corresponds most closely to the enrollee's health plan immediately prior to Medicare eligibility. Retirees may opt out of the assigned MA-PD plan and elect an alternative coverage option, including the Standard or High Deductible Health Plan (HDHP) Retiree Plan, at any time during the plan year.

8. 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 HSA, 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.

9.a. The Department of Management Services shall continue the pilot program within the PPO plan and the HMO plans to provide coverage for the treatment and management of obesity and related conditions during the 2027 plan year.

b. For the pilot program, the department shall contract with a third-party provider through a competitively procured contract to establish the third-party solution to treat, reduce, and prevent obesity and obesity-related conditions in the State Group Insurance program population. The third-party provider must demonstrate a unique competency to focus on member wellness and the capacity to educate State Group Insurance Participants regarding healthy lifestyle and habit changing decisions to improve the overall health of the participant. Specific education around the efficacy and potential impacts of glucagon-like peptide 1 agonists (GLP1) is required, along with education regarding tapering or continued use of these medications.

c. The participation in the pilot program will be limited to 2,800 members. The department shall establish criteria, which shall include, but not be limited to:

i. Members of the PPO plan or HMO plan during the 2026 and 2027 plan

year;

ii. Members 18 years of age or older;

iii. Consent to provide personal and medical information to the department; and

iv. Referral and supervision of a physician participating in the PPO and HMO networks during the 2026 and 2027 plan year.

By January 15, 2027, the Department of Management Services shall report to the Legislature the number of individuals who applied to participate in the pilot program and the number of participants who enrolled in the pilot program.

d. Members participating in the pilot program will be responsible for all applicable copayments, coinsurance, deductibles, and other out-of-pocket expenses that would be incurred if the pilot program services were provided by the PPO plan or self-insured HMO plans. The pilot program will provide coverage for all Federal Drug Administration approved medications for chronic weight management for patients.

e. Compensation under the contract shall be paid from the State Employees Health Insurance Trust Fund. The third-party provider shall be compensated based solely on a per-enrollee fee which in the aggregate may not exceed \$3.0 million for Plan Year 2027.

f. The Department of Management Services shall review the results and outcomes of the pilot program for the 2026 plan year. The department shall provide a final report by February 15, 2027, to be submitted to the Legislature. The report shall include, at a minimum, a discussion of whether members participating in the pilot program have experienced a reduction in body mass index, and if so, the average amount of reduction; and the reduction or elimination of co-morbidities, and if so, which co-morbidities were reduced or eliminated. In addition, the report should determine the average cost to the State Group Insurance program on a per member per month basis and the total cost of each participant's annual health care costs prior to entering the pilot program, and upon completion of the pilot program. The department must include recommendations to treat, reduce, and prevent obesity in the state employee population.

g. In the event the Department of Management Services does not execute a contract with a third-party provider by September 30, 2026, the department shall continue the pilot program within the PPO and the HMO plans to provide coverage for the treatment and management of obesity and related conditions during the 2027 plan year.

10.a. Effective with the 2027 plan year, the Department of Management Services shall continue the Diabetes Pilot Program within the PPO and the self-insured HMO plans.

b. The pilot program will be limited to 2,000 participants. Participants must be members of the PPO plan or a self-insured HMO plan during the 2027 plan year.

c. The department shall establish criteria for the diabetes pilot program that includes offering participants:

i. A cellular meter that provides real time feedback for glucose readings;

ii. Testing strips and related supplies for enrolled members;

iii. Continuous remote monitoring with emergency outreach; and

iv. Live coaching from certified diabetes educators.

The pilot program shall measure meaningful clinical outcomes for the enrollees including a reduction in HbA1c and hypoglycemia levels.

By January 15, 2027, the department shall report to the Legislature the number of individuals who applied to participate in the diabetes pilot program and the number of participants who enrolled in the pilot program, and the costs associated with the pilot program.

11. Effective January 1, 2027, a participant shall continue to have the option to receive coordination of cancer care support from the entity the Department of Management Services contracts with pursuant to section

110.12303(2)(a), Florida Statutes.

(d) State Group Health Insurance Premiums for the Period July 1, 2026, through June 30, 2027.

Funds are provided in each state agency, state university's, and state college'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, 2026, 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 - \$925.35
- b. Standard Plan or High Deductible Plan - Family - \$2,015.48
- c. Standard Plan for an employee with enhanced benefits, excluding the Spouse Program - Individual - \$967.01
- d. Standard Plan for an employee with enhanced benefits, excluding the Spouse Program - Family - \$2,165.48
- e. Standard Plan for each employee participating in the Spouse Program - Family - \$1,082.74
- f. High Deductible Plan for an employee with enhanced benefits, excluding the Spouse Program - Individual - \$928.86
- g. High Deductible Plan for an employee with enhanced benefits, excluding the Spouse Program - Family - \$2,039.37
- h. High Deductible Plan for each employee participating in the Spouse Program - Family - \$1,019.70

2. For the coverage period beginning August 1, 2026, 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, 2026, 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

4. 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.

5. For the coverage period beginning August 1, 2026, the monthly premium for an "early retiree" participating in the State Group Health Insurance program shall be as follows:

- a. Standard Plan - Individual - \$813.46
- b. Standard Plan - Family - \$1,831.08
- c. High Deductible Plan - Individual - \$736.80
- d. High Deductible Plan - Family - \$1,632.05

6. For the coverage period beginning August 1, 2026, a COBRA participant participating in the State Group Health Insurance program shall continue to pay a premium equal to 102 percent of the total premium charged (state and employee contributions) for an active employee participating in the same plan option.

(e) The State Employees' Prescription Drug Program shall be governed by the provisions of section 110.12315, Florida Statutes. Under the State Employees' Prescription Drug Program, the following shall apply:

- 1. Effective July 1, 2026, 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 2026-2027 fiscal year from existing agency resources consistent with provisions of sections 110.2035 and 216.251, Florida Statutes, the applicable rules adopted by the Department of Management Services and negotiated collective bargaining agreements.

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

(b) Each agency that had a training program in existence on June 30, 2006, which included granting pay additives to participating employees, is authorized to continue such training program for the 2026-2027 fiscal year. Such additives shall be granted under the provisions of the law administrative rules, and collective bargaining agreements.

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

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

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

(f) The Fish and Wildlife Conservation Commission may 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 is authorized to grant an annual housing allowance of \$5,000 to sworn law enforcement officers residing in and assigned to Broward County, Collier County, Franklin County, Glades County, Hardee County, Hendry County, Lee County, Manatee County, Miami-Dade County, Monroe County, Okeechobee County, Orange County, Osceola County, Palm Beach County, Polk County or Taylor County. This allowance shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) The Department of Transportation is authorized to develop and implement a training program for employees in bridge inspection, roadway technicians, transportation project manager professionals, and work program specializations. The training program shall culminate in professional licensure, or professional or departmental certification.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

(v) The Department of Corrections may 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.

(w) The Department of Corrections may continue to grant a one-time \$5,000 hiring and retention bonus for correctional officers at 15 targeted high vacancy correctional facilities. 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.

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

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

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

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

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

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

(z) 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.

(aa) The Department of Revenue may provide a critical market pay

increase of up to \$5,200 to audit personnel in class codes 1512, 1513, 1525, 1619, 1705, 1707, 1709, and 2125. Current employees and former employees who have had a break in service with the Department of Revenue of 31 days or fewer are not eligible for this increase.

(6) COLLECTIVE BARGAINING

All collective bargaining issues at impasse between the State of Florida and, the Florida Fire Service Association, the Police Benevolent 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 ADDITIVES AND OTHER INCENTIVE PROGRAMS," and other legislation enacted to implement this act.

SECTION 9. There is hereby appropriated for Fiscal Year 2025-2026, \$9,332,958 in nonrecurring funds from the School District and Community College Capital Outlay and Debt Service Trust Fund to community colleges and school districts pursuant to section 9, Article XII, of the State Constitution. This section is effective upon becoming law.

SECTION 10. There is hereby appropriated for Fiscal Year 2025-2026, \$15,749,260 in nonrecurring funds from the Educational Enhancement Trust Fund to the Department of Education for the projected deficit in the Florida's Bright Futures Scholarship Program. This section is effective upon becoming law.

SECTION 11. There is hereby appropriated for Fiscal Year 2025-2026, \$1,326,587 in nonrecurring funds from the General Revenue Fund to the Department of Education for the projected deficit in the Scholarship for Children and Spouses of Deceased or Disabled Veterans Program. This section is effective upon becoming law.

SECTION 12. There is hereby appropriated for Fiscal Year 2025-2026, \$2,559,950 in nonrecurring funds from the General Revenue Fund to the Department of Education for prior year shortfalls for the Voluntary Prekindergarten Education Program. This section is effective upon becoming a law.

SECTION 13. There is hereby appropriated for Fiscal Year 2025-2026, \$17,000,000 in nonrecurring funds from the General Revenue Fund to the Department of Education for the projected deficit in the Florida Education Finance Program. This section is effective upon becoming law.

SECTION 14. There is hereby appropriated for Fiscal Year 2025-2026, \$12,324,848 in nonrecurring funds from the General Revenue Fund to the Department of Education for the New Worlds Reading Initiative Program. This section is effective upon becoming law.

SECTION 15. The unexpended balance of funds appropriated to the Department of Education for the School Readiness Plus Program in section 20 of chapter 2025-198, Laws of Florida, shall revert and is appropriated for Fiscal Year 2026-2027 to the Department of Education for the same purpose.

SECTION 16. The unexpended balance of funds appropriated to the Department of Education for the Early Childhood Music Education Program in Specific Appropriation 106 and section 21 of chapter 2025-198, Laws of Florida, shall revert and is appropriated for Fiscal Year 2026-2027 to the Department of Education for the same purpose.

SECTION 17. The unexpended balance of funds appropriated to the Department of Education from the Child Care and Development Block Grant Trust Fund to implement Phase II of the federal Child Care and Development Fund Supplemental Disaster Recovery Grant in section 22 of chapter 2025-198, Laws of Florida, shall revert and is appropriated for Fiscal Year 2026-2027 to the Department of Education for the same purpose.

SECTION 18. The unexpended balance of funds appropriated to the Department of Education for the Heroes in the Classroom Sign-on Bonus in section 23 of chapter 2025-198, Laws of Florida, shall revert and is appropriated for Fiscal Year 2026-2027 to the Department of Education for the same purpose.

SECTION 19. The unexpended balance of funds appropriated to the Department of Education for the Florida Safe Schools Canine Program





# Snapshot of Articles Negotiated for FY 2026-2027

## The State of Florida and the Florida State Fire Service Association Fire Service Unit Fiscal Year 2026-2027 Collective Bargaining Successor Negotiations

### **BACKGROUND**

In 2025, the membership of the Fire Service Collective Bargaining Unit, represented by the Florida State Fire Service Association (FSFSA), did not ratify the negotiated 2025-2026 Successor Collective Bargaining Agreement. Because the most recently ratified collective bargaining agreement between the State and the Fire Service Unit-FSFSA has expired, status quo (memorialized for the most part in the provisions of the Fiscal Year 2022-2023 Reopener Agreement) continued to be observed during Fiscal Year 2025-2026, with the exception of Articles 25 and 27 for which issues at impasse were resolved by the Legislature through the 2025 General Appropriations Act (Chapter 2025-198, Laws of Florida) and Article 29 for which issues at impasse were resolved by the Legislature through Chapter 2024-229, Laws of Florida.

For Fiscal year 2026-2027, all articles are open for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 12, 2026**

**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 6 – Grievance Procedure

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

Article 27 – Insurance Benefits (Premiums to Remain Unchanged)

Article 34 – Duration

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

Article 11 – Classification Review

Article 23 – Hours of Work and Overtime

Article 24 – On-Call Assignment, Call-Back and Residency

Article 25 – Wages

Article 26 – Uniforms, Equipment & Awards

Article 29 – Health and Welfare



# Snapshot of Articles Negotiated for FY 2026-2027

## **REFERENCE**

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

[PBA - Fire Service Unit: FY 2025-2026 Imposed Agreement](#)

[FSFSA - Fire Service Unit: Summary of Imposed Provisions FY 2025-2026](#)

**Florida State Fire Service Association (FSFSA)**  
**Fire Service Unit - State Personnel System**  
**Current (Status Quo) Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 12, 2026**  
**2026-2029 Successor Negotiations**  
*All Articles Were Open for Negotiations*  
**Shaded = Tentative Agreement or Withdrawn**  
**Impasse Articles to be Resolved: 11, 23, 24, 25, 26, and 29**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
2 - Gender Reference	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
3 - Vacant	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
4 - No Discrimination	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>11/14/25: No proposal.</p> <p>12/22/25: The State proposal removes language referencing mediation from Section 3(F) and removes subsection 3(H)(4), updates email address domains in Section 3(H), and updates numbering references.</p>	11/14/25: No proposal.	<p>12/22/25: The Federal Mediation and Conciliation Service referenced in this article only provides mediation service in matters of "last resort" and is not authorized to mediate following submission of a grievance to arbitration, but prior to the arbitration hearing as required by the provisions of this article. As a result, the State notified the Union of its intent to remove references to mediation from the Agreement on 9/24/25.</p> <p>1/7/26: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/22/25.</p>

**Florida State Fire Service Association (FSFSA)**  
**Fire Service Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 - Disciplinary Action	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
8 - Workforce Reduction	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.

**Florida State Fire Service Association (FSFSA)**  
**Fire Service Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Reassignment, Lateral Action, Transfer, Changes in Duty Station and Promotion	11/14/25: No proposal.  12/12/25: The State proposed revised language to Section 3:  SECTION 3 - Promotion  "To be considered for promotional opportunities, an employee <del>who has attained permanent status in his current position</del> may apply for a promotion by completing the online application process within the People First system <u>at any time during the advertising period. A separate submission must be made for each advertised promotional opportunity. An employee may complete the application process in the People First system at any time during the advertising period. To be considered for promotion, the employee must apply for the advertised promotional opportunity.</u> "	11/14/25: No proposal.	12/12/25:  The proposed change is to reflect the prevailing practice for promotions at the agencies. The agencies support this change, including removal of the "permanent status" clause.  12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.



**Florida State Fire Service Association (FSFSA)**  
**Fire Service Unit - State Personnel System**  
**Current (Status Quo) Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 12, 2026**  
**2026-2029 Successor Negotiations**  
*All Articles Were Open for Negotiations*  
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**Impasse Articles to be Resolved: 11, 23, 24, 25, 26, and 29**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
10 - Occupation Profiles/Rules (continued from above)	12/12/25: Status Quo Counter Proposal.	(continued from above)  affect employees' wages, hours, and terms and conditions of employment covered by this Agreement, and which are not included in the Rules of the State Personnel System."  (C) "Agency rules, regulations or policies that affect the employees' wages, hours, and terms and conditions of employment shall be made available to all employees."	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review (continued from above)	12/12/25: Status Quo Counter Proposal.		(continued from above)  proposed provision would negatively impact the agency's ability to fulfill its mission.  1/7/26: Both parties met on 12/19/25 and again on 1/7/26 to discuss this article, but no agreement was reached.
12 - Personnel Records	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
13 - Vacant	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.

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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
14 - State Vehicles and Vessels	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
15 - Probationary Status	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
16 - Seniority	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
17 - Vacant	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leaves of Absence (continued from above)	12/12/25: Status Quo Counter Proposal.		(continued from above)  balances. The proposal would increase the annual leave hours available for payout. The cost analysis is indeterminant due to several variables.  12/23/25: Both parties met to discuss this article on 12/19/25. On 12/23/25, the Union tentatively agreed to State's Proposal of 12/12/25.
19 - Outside Employment	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
20 - Training and Education	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
21 - Committees	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
22 - Personal Property - Replacement and/or Reimbursement	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.





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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime (continued from above)	(continued from above)  <del>Leave Credits.</del> Special compensatory leave credits may be earned <u>for holidays and office closures</u> only in accordance with Rule 60L-34, F.A.C. <del>the following instances:</del>  <del>(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.</del>  <del>(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."</del>  <del>(B) "Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044(3),</del>		(continued from above)  Rule 60L-34, F.A.C. (i.e., the various interrelated provisions thereof) is the sole authority for how special compensatory leave is earned. The revisions bring more consistency in wording across the State's five agreements, are aligned with current practice, and eliminate legacy Pay Go implementation provisions which are no longer relevant, to ensure the proper ongoing administration of these provisions. Also clarifies that provisions regarding required substitution and compelled use emanate from paragraph (3) of Rule 60L-34.0044, F.A.C.
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime (continued from above)	(continued from above)  <u>F.A.C., shall be in accordance with the following:</u>  (1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:  (a) Regular compensatory leave credits.  (b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.  (2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances."		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime (continued from above)	(continued from above)  (C) " <u>Pay Provisions for Special Compensatory Leave Earned on or After November 1, 2019.</u>  (1) Special compensatory <u>holiday</u> leave credits earned, <del>as described in subsection (A)(1)</del> , 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 <u>office closure</u> leave credits earned, <del>as described in subsection (A)(2)</del> , on or after November 1, 2019, which are not used within 120 calendar days from the end of the workperiod in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.  (3) Each agency shall schedule employees		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime (continued from above)	(continued from above)  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 Provisions for Special Compensatory Leave <u>Upon Separation or Transfer.</u>  (1) Upon separation, transfer to another pay plan, an employee shall be paid for <del>all the following</del> unused special compensatory leave credits, <u>regardless of when it was earned.</u>		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime (continued from above)	<p>(continued from above)</p> <p><del>(a) Special compensatory leave credits earned prior to July 1, 2012, (Leave Type 0055); and</del></p> <p><del>(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.</del></p> <p>(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.</p> <p>(3) Such credits shall be paid at the employee's current regular hourly rate of pay.</p> <p><del>(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</del></p> <p>(continued below)</p>		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime (continued from above)	(continued from above)  <del>upon expiration of the applicable time-periods and are not eligible for payment."</del>	          12/23/25: The Union counter proposed the same revised language to Section 1 of the Union proposal, dated 11/14/25, and incorporated the revised language to Section 6 of the State proposal, dated 12/12/25. However, the Union omitted an "s" after the word "Provision" in Section 6(D) of the State proposal.	          12/19/25: Both parties met to discuss this article, but no agreement was reached.          1/7/26: Both parties met to discuss this article, but no agreement was reached.







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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
24 - On-Call Assignment, Call-Back and Residency (continued from above)	12/12/25: The State counter proposed to incorporate the Union's revision in Section 4, and status quo for the remaining sections.	(continued from above)  single engine <del>and multi-engine</del> reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft."	(continued from above)  as of 2/1/25. The State proposed removing reference to this classification during the last bargaining cycle and, therefore, does not object to the proposed revision to Section 4.  1/7/26: Both parties met on 12/19/25 and again on 1/7/26 to discuss this article, but no agreement was reached.









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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	12/11/25: The State proposed the following language:  SECTION 1 – General Pay Provisions  Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> .  SECTION 2 – Pay Additives  The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> .  SECTION 3 – Performance Pay  In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-</u>		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  <u>2027</u> , 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.  <u>SECTION 4 – Combined Competitive Pay and Special Pay Adjustment</u>  <u>In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible unit member shall be granted an adjustment to their June 30, 2026, base rate of pay as follows:</u>  <u>(1) Eligible unit members in the classes listed below shall receive an adjustment of five percent (5%), which includes a two percent (2%) competitive pay adjustment</u>  (continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  <u>and a three percent (3%) special pay adjustment.</u>  <u>Department of Agriculture and Consumer Services</u> <u>Forest Ranger (7609); and Senior Forest Ranger (7610)</u>  <u>Department of Military Affairs</u> <u>Forest Ranger (7609); and Senior Forest Ranger (7610)</u>  <u>(2) Other eligible unit members shall receive a competitive pay adjustment of two percent (2%).</u>		1/7/26: Both parties met on 12/19/25 and again on 1/7/26 to discuss this article, but no agreement was reached.





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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Uniforms, Equipment & Awards (continued from above)	12/12/25: Status Quo Counter Proposal.		(continued from above)  deducted from the member's annual allotment.   1/7/26: Both parties met on 12/19/25 and again on 1/7/26 to discuss this article, but no agreement was reached.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits (continued from above)	<p>12/11/25: The State proposed the following language:</p> <p>In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u>, the benefits and employee share of premiums for the State Group Health Insurance Plans shall remain unchanged for Fiscal Year <u>2026-2027</u>.</p>		<p>12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/11/25.</p> <p>Although the Union tentatively agreed, Legislative resolution action is still required.</p>
28 - Travel Expenses	<p>11/14/25: No proposal.</p> <p>12/12/25: Status Quo.</p>	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.











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29 - Health and Welfare (continued from above)	12/12/25: The State counter proposed to incorporate the Union's revisions to Section 3, and status quo for the remaining sections.	(continued from above)  National Fire Protection Association (NFPA) and the National Wildland Coordinating Group (NWCG) and to implement agreed upon standards and practices when fiscally and logistically able."	(continued from above)  meet and discuss these topics without amending Article 29.  1/7/26: Both parties met on 12/19/25 and again on 1/7/26 to discuss this article, but no agreement was reached.
30 - Reimbursements	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
31 - Management Rights	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
32 - Entire Agreement	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.
33 - Savings Clause	11/14/25: No proposal.  12/12/25: Status Quo.	11/14/25: No proposal.	12/19/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/12/25.



**Article 11**  
**CLASSIFICATION REVIEW**

**SECTION 1 – Additional Duties**

(A) When an employee alleges that they are being regularly required to perform duties that are not included in the employee’s position description and that the duties assigned are not included in the occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties and provide the employee with a written decision within 30 days of the request.

(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee’s request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(C) If the decision is that the employee is properly classified and the employee is not satisfied with the decision, the employee, with or without representation, may submit a written request, within 30 days of receipt of the agency’s decision, for a review of the decision by the Secretary of the Department of Management Services or designee. The employee shall include with their request, a copy of the decision received by the employee under (A) above, along with any other information the employee may have relevant to the matter. The request and related documents should be submitted by personal delivery or by U.S. mail, return receipt requested, to the Department of Management Services as provided in Article 34, Section 2 of this Contract. The Department of Management Services will conduct an independent review in accordance with Chapter 110, Florida Statutes, and shall provide the employee and the agency with a written decision within 60 days of receipt of the request. The decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.

**SECTION 2 – Workload Quotas**

(A) When an employee alleges that they are being regularly required to carry an inequitable workload quota, the employee may request in writing that the Agency Head or designee

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

review the workload quota assigned to the employee. The Agency Head or designee shall review the workload quota and provide the employee with a written decision within 30 days of the request. The decision of the Agency Head or designee shall be final and binding on all parties.

(B) The state and the Union agree that workload quota problems are an appropriate item for discussion in consultation meetings as described in Article 5.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For FSFSA**

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Michael T. Brennan  
President

---

Date

**Article 11**  
**CLASSIFICATION REVIEW**

**SECTION 1 – Additional Duties**

(A) When an employee alleges that they are being regularly required to perform duties that are not included in the employee’s position description and that the duties assigned are not included in the occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties and provide the employee with a written decision within 30 days of the request.

(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee’s request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(C) If the decision is that the employee is properly classified and the employee is not satisfied with the decision, the employee, with or without representation, may submit a written request, within 30 days of receipt of the agency’s decision, for a review of the decision by the Secretary of the Department of Management Services or designee. The employee shall include with their request, a copy of the decision received by the employee under (A) above, along with any other information the employee may have relevant to the matter. The request and related documents should be submitted by personal delivery or by U.S. mail, return receipt requested, to the Department of Management Services as provided in Article 34, Section 2 of this Contract. The Department of Management Services will conduct an independent review in accordance with Chapter 110, Florida Statutes, and shall provide the employee and the agency with a written decision within 60 days of receipt of the request. The decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(D) Employees shall not be required to perform construction or repairs to state facilities or grounds. Employees may be asked to perform routine maintenance, housekeeping, and yardwork.

**SECTION 2 – Workload Quotas**

(A) When an employee alleges that they are being regularly required to carry an inequitable workload quota, the employee may request in writing that the Agency Head or designee review the workload quota assigned to the employee. The Agency Head or designee shall review the workload quota and provide the employee with a written decision within 30 days of the request. The decision of the Agency Head or designee shall be final and binding on all parties.

(B) The state and the Union agree that workload quota problems are an appropriate item for discussion in consultation meetings as described in Article 5.

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor 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**

(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

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.

**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

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

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, 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 – Workday – 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

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

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 for holidays and office closures only in accordance with Rule 60L-34, F.A.C.~~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.~~

~~(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) Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:

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

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee’s unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(C) **Pay Provisions for Special Compensatory Leave Earned on or After November 1, 2019.**

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

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

(D) **Pay Provisions for Special Compensatory Leave Upon Separation or Transfer.**

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for all the following unused special compensatory leave credits, regardless of when it was earned.

~~(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.~~

**For the State**

**For FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

**Article 23**  
**HOURS OF WORK AND OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

(A) The normal work period for full-time employees at AHCA and DFS, 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.~~

Regular work hours for employees in the classification of ranger and senior ranger will be 0900- 1700. The schedule will consist of seven days on, two days off, followed by three days on, two days off (commonly referred to as the “long week/short week” schedule).

Regular work hours for employees in the classification of fixed wing pilot will be 0900-1700. The schedule will consist of five (5) days, Monday-Friday.

Regular work hours for employees in the classification of rotor wing pilot will be 0800-1800. The schedule will consist of eight (8) days on, six (6) days off, commencing and ending on Tuesday of each work cycle.

Regular work hours for employees assigned to regional mitigation teams will be 0800-1800. The schedule will consist of four (4) days, Monday-Thursday.

The FLSA work period for all Florida Forest Service employees covered by this agreement shall be a 14-day, 80-hour period.

The normal work period for Department of Children and Families’ employees shall be a ~~28~~14-day, ~~192~~96-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 in accordance with Section 1(A) above; 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.

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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**

(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

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.

### **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.

For the State

For FSFSA

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Michael Mattimore  
State’s Chief Labor Negotiator

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

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Date

(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, 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 – Workday – 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 for holidays and office closures only in accordance with Rule 60L-34, F.A.C. the following instances:

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~(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.~~

~~(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) Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:

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

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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

(C) Pay provisions for Special Compensatory Leave Earned on or After November 1, 2019.

(1) Special compensatory holiday 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 office closure leave credits earned, ~~as described in~~

For the State

For FSFSA

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

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Mark W. Floyd  
Union's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

(D) Pay Provision for Special Compensatory Leave Upon Separation or Transfer.

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for ~~all the following~~ unused special compensatory leave credits, regardless of when it was earned.:

~~(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

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 24**  
**ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY**

**SECTION 1 – On-Call**

An “on-call” assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off-duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

**SECTION 2 – On-Call Additive**

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

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), Florida Statutes, will be paid an on-call additive in an amount per hour equal to one-fourth (1/4) of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

(C) On-call assignments are not to be granted on the basis of favoritism.

**SECTION 3 – Call Back**

(A) When an employee who has been placed on-call in accordance with Section 1 above is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours whichever is greater.

(B) An employee called back during a designated on-call assignment shall be required to be en route with apparatus within 45 minutes of confirmed notification by dispatch.

**SECTION 4 – Residency Requirement**

Florida Forest Service employees will reside within a radius of 30 statute miles of their

**For the State**

**For FSFSA**

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

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Michael T. Brennan  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

permanent assigned headquarters. However, single engine ~~and multi-engine~~ reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For FSFSA**

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Michael T. Brennan  
President

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Date

**Article 24**  
**ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY**

**SECTION 1 – On-Call**

An “on-call” assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off-duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

**SECTION 2 – On-Call Additive**

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

~~(B)(A) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), Florida Statutes,~~ will be paid an on-call additive in an amount per hour equal to one-fourth (1/4) of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

~~(C)(B) On-call assignments are not to be granted on the basis of favoritism.~~

**SECTION 3 – Call Back**

(A) When an employee who has been placed on-call in accordance with Section 1 above is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours whichever is greater. Pay for all hours worked during any such call back, or for the two-hour minimum, will be at a rate of one and one-half (1.5) times the employee’s normal hourly pay rate irrespective of the number of hours the employee otherwise works in the same week or work period.

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(B) An employee called back during a designated on-call assignment shall be required to be on route with apparatus within 45 minutes of confirmed notification by dispatch.

**SECTION 4 – Residency Requirement**

Florida Forest Service employees will reside within a radius of 30 statute miles of their permanent assigned headquarters. However, single engine ~~and multi-engine~~ reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, 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 4 – Combined Competitive Pay and Special Pay Adjustment**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible unit member shall be granted an adjustment to their June 30, 2026, base rate of pay as follows:

- (1) Eligible unit members in the classes listed below shall receive an adjustment of five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment.

Department of Agriculture and Consumer Services  
Forest Ranger (7609); and Senior Forest Ranger (7610)

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

Department of Military Affairs  
Forest Ranger (7609); and Senior Forest Ranger (7610)

- (2) Other eligible unit members shall receive a competitive pay adjustment of two percent (2%).

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For FSFSA**

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Michael T. Brennan  
President

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Date

**Article 25  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with ~~Section 8 of~~ the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with ~~Section 8 of~~ the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~.

**SECTION 3 – Performance Pay**

In accordance with ~~Section 8 of~~ the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 4 – Competitive Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~, effective July 1, 2025, each ~~eligible~~-employee’s June 30, 202~~65~~, base rate of pay shall be increased by ~~the greater of 2.0 five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment or \$1,000 to provide a competitive pay adjustment.~~

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Special Pay Adjustment**

Employees shall receive any special pay adjustments provided for in, and in accordance with, Section 8 of the General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2025, and in addition to the above referenced competitive pay adjustment, each eligible unit member shall be granted a special pay adjustment to their June 30, 2025, base rate of pay of 8.0 percent if they have completed less than five years of cumulative state service as a unit member or state firefighter; and of 13.0 percent if they have completed at least five years of cumulative state service as a unit member or a state firefighter.

SECTION 6 – Special Pay Incentives

Any employee who is required to be certified as an EMT as a condition of employment shall be paid a special pay incentive of twenty percent (20%). Such pay incentive shall be added to the employee’s base salary. In the event the state requires an employee to be certified as a paramedic as a condition of employment, such incentive shall be increased to forty percent (40%).

Employees of the Florida Forest Service shall have the opportunity to receive the below agreed upon pay incentives. Pay incentives will be added to the employee’s base salary and are cumulative up to a maximum of six percent (6%). The employee will be responsible for any direct cost associated with obtaining and maintaining the required training and/or associated certification. The FFS agrees to work with members to facilitate training when practical. If receiving a certification pay incentive, the employee agrees to be temporarily assigned to duties associated with or requiring said certification.

<u>Incident Commander Type 4</u>	<u>2%</u>
<u>Safety Officer Type 4</u>	<u>2%</u>
<u>Wildland Fire Investigator</u>	<u>2%</u>
<u>Emergency Medical Technician</u>	<u>2%</u>
<u>Critical Incident Stress Management Team Member</u>	<u>2%</u>
<u>Certified Flight Instructor</u>	<u>2%</u>
<u>Uncrewed Aerial System Pilot</u>	<u>2%</u>
<u>Tactical Flight Officer</u>	<u>2%</u>

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor 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.

**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**

**For FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 26**  
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- (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.

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For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
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.

SECTION 6 – Personnel Protective Equipment

The state will provide the following personal protective equipment, as specified, to all members in the classifications of ranger and senior ranger:

- Five (5) Nomex pants
- Five (5) Nomex shirts
- Two (2) pair leather gloves suitable for wildland firefighting
- One (1) hard hat
- One (1) pair of goggles suitable for wildland firefighting
- One (1) pair of boots suitable for wildland firefighting

The state will provide the following personal protective equipment, as specified, to all members in the classification of rotorcraft pilot:

- Four (4) Nomex flight suits
- Two (2) pair Nomex flight gloves
- One (1) flight helmet
- One (1) pair of boots suitable for flying duties

The state will provide the following personal protective equipment, as specified, to all members in the classification of fixed wing pilot:

- Four (4) Nomex flight suits

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Two (2) pair Nomex flight gloves  
One (1) pair of boots suitable for flying duties

Issued PPE will be maintained in a serviceable condition. The state shall replace, at no cost to the employee, any PPE deemed to be unserviceable based on condition or as recommended by the manufacturer.

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**There was  
Tentative Agreement  
Reached on the  
Insurance Proposal  
(Article 27).**

**However, Legislative Action  
is Required.**

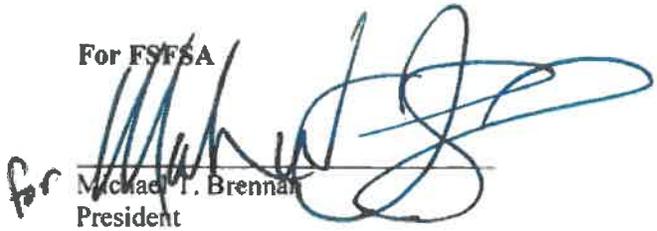
**Article 27**  
**INSURANCE BENEFITS**

In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2026-2027, the benefits and employee share of premiums for the State Group Health Insurance Plans shall remain unchanged for Fiscal Year 2026-2027.

**For the State**

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

**For FSFSA**

  
for \_\_\_\_\_  
Michael T. Brennan  
President  
  
\_\_\_\_\_  
Date

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

**SECTION 1 – Employee Assistance Program**

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

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

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

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

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

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

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

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

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

**(B) Health Standards**

The FFS Health Standard is required for Special Risk employees hired after January 1, 1993 (Single/Multi Engine Reciprocal Pilots hired after October 1, 2001). Medical Examinations shall be in accordance with the National Fire Protection Association’s NFPA 1582-2013 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition.

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

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

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

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

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

(2) Employees who do not meet the health standards for pulmonary function and resting blood pressure will be placed on sick leave until they provide a personal physician’s statement clearing them to return to full duty or work in a modified duty capacity. Any employee who chooses option (1)(b) above and who fails the pulmonary function and/or resting blood pressure requirement, will be required to complete option (1)(a) above the following year.

**(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 employment.

(2) The FFS fitness standard is the national “Light” Work Capacity Test (WCT), referred to as the light capacity test: 1 mile in 16 minutes, no weight vest.

**(D) Fitness Testing**

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

**(2) Annual Fitness Testing**

(a) Any individual required to pass the Annual Fitness Test as a

**For the State**

**For FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

condition of employment, who begins the test but does not meet the standard for any reason has failed. In this event, the following is required:

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

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

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

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

5. Upon notice of the initial failed fitness test, the Field Unit Manager will determine if the employee is receiving any type of pay additive, to include 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 notify the Regional Deputy Chief the employee receives an additive and has failed the Annual Fitness Test. Once received, the Chief of Field Operations, will make the recommendation to the Directors office if the employee loses or continues 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 fitness test. The manager may recommend a replacement to ensure the duties are accomplished and receive the pay additive if it is determined to be in the best interest of the FFS.

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

**For the State**

**For FSFSA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

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 fitness test process will halt, and the employee will be placed on modified duty in accordance with FFS policy.

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

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

10. 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.

**(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.

**For the State**

**For FSFSA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President

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Date

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Date

(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**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For FSFSA**

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Michael T. Brennan  
President

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Date

**Article 29  
HEALTH AND WELFARE**

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(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.

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

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For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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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.

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

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

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

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

(2) Employees who do not meet the health standards for pulmonary function and resting blood pressure will be placed on sick leave until they provide a personal physician’s statement clearing them to return to full duty or work in a modified duty capacity. Any employee who chooses option (1)(b) above and who fails the pulmonary function and/or resting blood pressure requirement, will be required to complete option (1)(a) above the following year.

**(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 employment.

(2) The FFS fitness standard is the national “Light” Work Capacity Test (WCT), referred to as the light capacity test: 1 mile in 16 minutes, no weight vest.

For the State

For FSFSA

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Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**(D) Fitness Testing**

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

**(2) Annual Fitness Testing**

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

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

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

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

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

5. Upon notice of the initial failed fitness test, the Field Unit Manager will determine if the employee is receiving any type of pay additive, to include 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 notify the Regional Deputy Chief the employee receives an additive and has failed

For the State

For FSFSA

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Michael Mattimore  
State’s Chief Labor Negotiator

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

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Date

the Annual Fitness Test. Once received, the Chief of Field Operations, will make the recommendation to the Directors office if the employee loses or continues 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 fitness test. The manager may recommend a replacement to ensure the duties are accomplished and receive the pay additive if it is determined to be in the best interest of the FFS.

6. A memorandum from the manager (or next level supervisor) to the employee must be completed and submitted through the local chain-of-command to the Quality Assurance Coordinator in the Forest Protection Bureau. The memorandum shall serve as a restricted duty letter after a failed fitness 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 fitness test process will halt, and the employee will be placed on modified duty in accordance with FFS policy.
8. Upon being cleared by the physician to return to full duty, the employee will have 30 days to take their next fitness test attempt and the process will be reinstated from that point.
9. Employees in special risk positions, who have exhausted all attempts to pass the Fitness Test, may be offered a vacant position that does not include firefighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.
10. The Florida Forest Service fitness program for Special Risk positions is a crucial program that protects the life and safety of the employee and the public. If the Director of the Florida Forest Service determines that an employee is not maintaining fitness and exhibits two or more consecutive years of failures of the fitness program, the Director may recommend further action, to include fitness for duty testing, reassignment, demotion, or termination.

For the State

For FSFSA

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Michael Mattimore  
State’s Chief Labor Negotiator

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

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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.

**SECTION 4 - Safety and Health**

(A) The state agrees to furnish commercial grade washing machines and dryers at each work site and station for the purpose of laundering state issued uniforms and personal protective

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

clothing (PPE). The state will provide detergent for the purpose of laundering uniforms and PPE as recommended by the clothing manufacturer.

(B) The state agrees to furnish private shower facilities at each work site and station for the purpose of decontamination due to exposure to the products of combustion associated with firefighting.

(C) The state and the FSFSA mutually agree to meet and confer with respect to occupational cancer and illness prevention industry standards and best practices. The parties agree to discuss standards and practices recommended by the National Fire Protection Association (NFPA) and the National Wildland Coordinating Group (NWCG) and to implement agreed upon standards and practices when fiscally and logistically able.

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union's Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The Florida State Fire Service Association - CBU 11 Wage Proposals  
FY 2026-27**

Union/Issue	Estimated Cost	Comments
<p><b>Article 24, Section 1</b> - Provides that an on-call assignment exists when an employee is instructed by management to remain available to work during an off-duty period. The employee must remain reachable by phone or other electronic device and be available to return to work on short notice.</p>	Indeterminate	
<p><b>Article 24, Section 2</b> - Provides an employee required to be on-call with an on-call additive in an amount per hour equal to one-fourth (1/4) of the statewide hourly minimum for the employee's paygrade for the hours of on-call duty pursuant to Rule 60L-32.0012(2)(b),F.A.C.</p> <p><b>(B)</b> On-call assignments are not to be granted on the basis of favoritism.</p>	(A) Indeterminate  (B) Indeterminate	
<p><b>Article 24, Section 3 - (A)</b> Provides that when an employee who is on-call in accordance with Section 1 above is called back to work to perform assigned duties, the employee shall be credited with either the actual time worked or a minimum of two hours, whichever is greater. Pay for all hours worked during any such call back, or for the two-hour minimum, shall be at a rate of one and one-half (1.5) times the employee's normal hourly rate of pay, regardless of the number of hours the employee otherwise works in the same workweek or work period.</p> <p><b>(B)</b> An employee called back during a designated on-call assignment shall be required to be en route with apparatus within 45 minutes of confirmed notification by dispatch.</p>	(A) Indeterminate  (B) Indeterminate	
<p><b>Article 24, Section 4</b> - Provides that Florida Forest Service employees reside within a radius of 30 statute miles of their permanent assigned headquarters. Whereas, single engine reciprocal aircraft pilots/fire, and firefighter rotorcrafts pilots hired after July 1, 2012, reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.</p>	Indeterminate	

The Florida State Fire Service Association - CBU 11 Wage Proposals FY 2026-27		
Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 1</b> - Provides that eligible employees of the bargaining unit are paid in accordance with the General Appropriations Act for Fiscal Year 2026-2027.	Indeterminate	
<b>Article 25, Section 2</b> - Provides that eligible employees of the bargaining unit receive pay additives in accordance with, section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with the General Appropriations Act for Fiscal Year 2026-2027.	Indeterminate	Pursuant to section 110.2035(7), Florida Statutes, Florida Administration Code, agencies request and assign additives to eligible members of a CBU as needed.
<b>Article 25, Section 3</b> - Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	Contingent on the availability of funds and the Agency Head's discretion.
<b>Article 25, Section 4</b> -Provides that each employee of the bargaining unit receive a five percent (5%) increase to their June 30, 2026 base rate of pay, effective July 1, 2026, which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment, provided in accordance with Section 8 of the Fiscal Year 2026-2027 General Appropriations Act.	\$2.4 million	Calculation is based on a 5% total increase (2% competitive pay increase + 3% special pay adjustment) applied to 626 FTE of CBU 11 for 12 months, inclusive of benefits. The estimate includes a 2% increase totaling \$959,493. This estimate is based on People First data as of December 2025. Includes all positions in the CBU 11 positions, both filled and vacant, and includes retirement and FICA.
<b>Article 25, Section 5</b> - Provides that employees of the bargaining unit receive any special pay adjustments provided in accordance with the General Appropriations Act for Fiscal Year 2026-2027.	\$4.5 million	The Governor's Recommended General Appropriations Act does not include a special pay adjustment for CBU 11 - Florida State Fire Service Association for Fiscal Year 2026-2027. However, the 5% pay increase in section 4 of this article is provided to other bargaining units; therefore, see section 4. Using People First data as of December 2025, the estimated cost to increase bargaining unit member's hourly rate to \$28.00 per hour (\$58,240 annually) is \$4.5 million for 626 FTE, including benefits. People First is the data source as of December 2025. The estimate includes all CBU 11 positions, both filled and vacant, and includes retirement and FICA.
<b>Article 25, Section 6</b> - Provides that an employee who is required to be certified as an EMT as a condition of employment receive a special pay incentive of twenty percent (20%), and added to the employee's base salary. If the employee is required to be certified as a paramedic as a condition of employment then the pay incentive should equal forty percent (40%).  Employees of the Florida Forest Service shall have the opportunity to receive the agreed upon pay incentives: Incident Commander Type 4 - 2%; Safety Officer Type 4 - 2%; Wildland Fire Investigator - 2%; Emergency Medical Technician - 2%; Critical Incident Stress Management Team Member - 2%; Certified Flight Instructor - 2%; Uncrewed Aerial System Pilot - 2%; and Tactical Flight Officer - 2%. Pay incentives will be added to the employee's base salary and are cumulative up to a maximum of six percent (6%). The employee will be responsible for any direct cost associated with obtaining and maintaining the required training and/or associated certification. The FFS agrees to work with members to facilitate training when practical. If receiving a certification pay incentive, the employee agrees to be temporarily assigned to duties associated with or requiring said certification.	Indeterminate  Indeterminate	





# Snapshot of Articles Negotiated for FY 2026-2027

## The State of Florida and the Florida Police Benevolent Association Florida Highway Patrol Unit Fiscal Year 2026-2027 Collective Bargaining Successor Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement that expires June 30, 2026. During successor years, the entire agreement including wages and insurance, are open for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 12, 2026**

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 (Premiums to Remain Unchanged)  
Article 35 – Duration

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

Article 5 – Employee Representation and PBA Activities  
Article 6 – Grievance Procedure  
Article 13 – Safety  
Article 15 – Seniority  
Article 17 – Grooming Standards  
Article 18 – Hours of Work, Leave and Job-Connected Disability  
Article 23 – Equipment  
Article 25 – Wages  
Article 28 – Travel Expenses

### **REFERENCE**

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

[PBA - Florida Highway Patrol Unit: FY 2025-2026 Reopener Agreement](#)

**Florida Police Benevolent Association (PBA)**  
**Florida Highway Patrol Unit - State Personnel System**  
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*All Articles Were Open for Negotiations*  
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**Impasse Articles to be Resolved: 5, 6, 13, 15, 17, 18, 23, 25, and 28**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
2 - Gender Reference	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
3 - Vacant	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
4 - No Discrimination	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>10/8/25: No proposal.</p> <p>12/22/25: The State proposal removes language referencing mediation from Section 3(F) and removes subsection 3(G)(4)(b), updates email address domains in Section 3(G), and updates numbering and lettering references.</p>	10/8/25: No proposal.	<p>12/22/25: The Federal Mediation and Conciliation Service referenced in this article only provides mediation service in matters of "last resort" and is not authorized to mediate following submission of a grievance to arbitration, but prior to the arbitration hearing as required by the provisions of this article. As a result, the State notified the Union of its intent to remove references to mediation from the Agreement on 9/24/25.</p> <p>The Union provided no indication of agreement with the State's Proposal; therefore, no agreement was reached.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 - Internal Investigations	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
8 - Workforce Reduction	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
10 - Disciplinary Action	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
11 - Classification Review	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
12 - Personnel Records	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.







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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
14 - Performance Review	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
16 - Employment Outside State Government	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.







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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability (continued from above)	(continued from above)  (2) Compelled Use of Special Compensatory Leave Credits. An employee may only be required to reduce special compensatory leave credit balances earned on or after November 1, 2019.  (C) <u>Pay Provisions for Special Compensatory Leave Earned on or after November 1, 2019.</u>  (1) Special compensatory <u>holiday</u> leave credits earned, <del>as described in subsection (A)(1)</del> , 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 <u>office closure</u> leave credits earned, <del>as described in subsection (A)(2)</del> , on or after November 1, 2019, which are not used within 120		
(continued below)	(continued below)		



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability (continued from above)	(continued from above)  accordance with Rule 60L-34.0044, F.A.C. When the employee transfers to another collective bargaining unit, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.		
19 - Personal Property - Replacement and/or Reimbursement	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
20 - Training and Education	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
21 - Compensation for Temporary Special Duty in a Higher Level Position	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
22 - Vacant	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
24 - On-Call Assignment - Call-Back - Court Appearance	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.







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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>25 - Wages (continued from above)</p> <p>(continued below)</p>		<p>(continued from above)</p> <p><u>purposes of developing a career development plan. This sum would further be subject to negotiations between the PBA, the Agency and DMS. This plan would be submitted to the LBC for approval before September 1st, 2026, to be implemented on October 1st, 2026.</u></p> <p><u>SECTION 6 – Housing Assistance Pay</u></p> <p><u>Each bargaining unit member shall be provided with \$5,000 per year (\$416.67 per month) to assist the bargaining unit members with either property tax, homeowner’s insurance, etc.</u></p> <p><u>SECTION 7 – Specialty Unit Stipends</u></p> <p><u>The Department of Highway Safety and Motor Vehicles may grant special duties pay additives of \$5,000 for law enforcement officers who perform additional duties as K-9 handlers, felony officers, criminal interdiction officers, criminal investigation and intelligence officers (BCII), Commercial Vehicle Enforcement Officers (CVE), Peer Counselors, new recruit</u></p> <p>(continued below)</p>	<p>(continued from above)</p> <p>upon subsequent negotiations among the PBA, the Department of Highway Safety and Moter Vehicles, and the Department of Management Services.</p> <p>OPB Cost Analysis:</p> <p><b>\$8.9M</b>-Calculation is based on 1,793 FTE of CBU 12 that met the criteria for the Housing Assistance Pay stipend.</p> <p>OPB Cost Analysis: Indeterminate</p>



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	12/11/25: The State proposed the following language:  SECTION 1 – General Pay Provisions  Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> .  SECTION 2 – Pay Additives ☐  The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> .  SECTION 3 – Performance Pay  In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year		12/11/25: The Union provided no indication of agreement with the State's Proposal; therefore, no agreement was reached.
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	<p>(continued from above)</p> <p><u>2026-2027</u>, 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.</p> <p>SECTION 4 – Combined Competitive Pay and Special Pay Adjustment</p> <p><u>In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee's June 30, 2026, base rate of pay shall be increased by five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers. The competitive pay and special pay adjustment shall be made before any other</u></p> <p>(continued below)</p>		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	<p>(continued from above)</p> <p>adjustment(s).</p> <p><u>SECTION 5 – Sworn Officers Career Development Plan</u></p> <p><u>In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, from funds provided in the Specific Appropriation 2786, the Department of Highway Safety and Motor Vehicles is authorized to use up to \$11,576,190 for the purpose of increasing the minimum annual base rate of pay of employees of the Florida Highway Patrol related position classifications to implement the Sworn Officers Career Development Plan. The Department of Highway Safety and Motor Vehicles shall submit a plan for these adjustments pursuant to Section 216.177(2), Florida Statutes. These wage adjustments are in addition to the paragraph (1)(b) competitive pay adjustments and the paragraph (2)(a) special pay adjustments.</u></p>		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Uniforms and Accessories	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>27 - Insurance Benefits</p> <p>(continued below)</p>	<p>10/8/25: No proposal.</p>	<p>10/8/25: The Union proposed the following language:</p> <p>SECTION 1 – State Employees Group Insurance Program</p> <p>In accordance with Section 8 of the General Appropriations Act for Fiscal Year <del>2024-2025-2025-2026</del> (Sic), the benefits and employee share of premiums for the State Employees Group Health Insurance Plans shall remain unchanged for Fiscal Year <del>2024-2025</del> <u>2025-2026</u> (Sic).</p> <p>SECTION 2 – Death In-Line-Of-Duty Benefits</p> <p>(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.</p> <p>(B) Education benefits will be as provided in section 112.19, Florida Statutes.</p> <p>(C) State Employees Group Health Self-Insurance Plan premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.</p> <p>(continued below)</p>	<p>10/8/25:</p> <p>The Union's proposal is dated for the current fiscal year.</p>



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits (continued from above)	(continued from above)  (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.		12/19/25: Union tentatively agreed to State's Proposal of 12/11/25.  Although the Union tentatively agreed, Legislative resolution action is still required.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
28 - Travel Expenses (continued from above)	12/3/25: Status Quo Counter Proposal.		(continued from above)  collective bargaining agreement. Then a determination of cost impact per event could occur, and appropriate conditions applied.  12/3/25: The Union provided no indication of agreement to Status Quo; therefore, no agreement was reached.
29 - Drug Testing	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
30 - No Strike	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
31 - State Personnel System Rules	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
32 - Management Rights	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
33 - Entire Agreement	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
34 - Savings Clause	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
35 - Duration	10/8/25: No proposal.  12/3/25: In addition to proposing a Successor Agreement with a duration of three years (2026 - 2029), the State counter proposed minor edits to bring uniformity to this article across the five bargaining agreements.	10/8/25: The Union proposed that the Successor Agreement have a duration of three years (2026 - 2029).	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
36 - Awards	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Article 5**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

**SECTION 1 – Definitions**

(A) The term “employee”, as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Florida Police Benevolent Association (PBA).

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1 meetings on grievances that have been properly filed under Article 6 of this Agreement, where the PBA has been selected as the employee’s representative.

**SECTION 2 – Representation**

(A) The PBA shall furnish to the state and keep up-to-date a list of PBA authorized Staff Representatives. The state will not recognize a Staff Representative whose name does not appear on the list.

(B) The PBA shall select a reasonable number of PBA Grievance Representatives. The PBA shall furnish a list which includes the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Grievance Representative. The state will not recognize a Grievance Representative whose name does not appear on the list. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(C) Where PBA representation is not requested by the employee, the PBA shall be notified of and given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

**SECTION 3 – Representative Access**

The state agrees that recognized representatives of the PBA shall have access to the premises of the state that are available to the public. If an area of the state’s premises is restricted

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular work hours of the employee and shall be restricted to matters related to the application of this Agreement.

**SECTION 4 – Documents**

(A) The state shall provide the PBA with the following:

(1) When the DHSMV sends out information that affects an employee’s terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) The DHSMV shall furnish to the PBA a current copy of the agency’s rules, regulations, policies, and directives with statewide application that affect employees’ terms and conditions of employment covered by this Agreement that are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If the DHSMV publishes and timely maintains on DHSMV’s website documents referenced in this Section for use by employees, the documents on the website shall serve as the copies furnished to the PBA. However, this does not relieve the DHSMV of the duty to notify the PBA as changes and updates occur. Documents referenced in this section that are not published on the DHSMV’s website will be posted on the DHSMV web-based policy management system.

(3) The Department will post on its website or web-based policy management system, beginning not later than 60 days after ratification of this Agreement, any directive with statewide application that affects employees’ terms and conditions of employment. These directives will remain in effect until rescinded or incorporated into the FHP Policy Manual.

(B) The state shall provide each employee with the following:

- (1) Access to a copy of the applicable Rules of the State Personnel System;
- and
- (2) Access to a copy of department rules, regulations, policies, or directives with statewide application, that affect the employee’s salary, benefits, or terms and conditions

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

of employment. Employees will be notified of changes and updates as they occur.

(C) The PBA will request in writing the review by the Director of the Florida Highway Patrol, or their designee, of any written directive not posted on the Department’s website or web- based policy management system that it believes has statewide application and affects employees’ terms and conditions of employment to determine whether such directive should be posted. After review, the Director, or their designee, will respond to the PBA as to what action will be taken.

(D) Employees are responsible for knowing and complying with any department rules, regulations, policies, or directives with statewide application that affect the employee’s salary, benefits, or terms and conditions of employment if published in accordance with this Section.

**SECTION 5 – Consultation**

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or designated representatives shall make a good faith effort to meet and consult on a quarterly basis with three PBA representatives. Meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated PBA Staff Representative, but not more often than once per quarter, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two PBA representatives from the DHSMV and the PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. In an attempt to alleviate scheduling constraints,

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
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Date

and to limit travel that may otherwise be required of participants, the parties agree to make reasonable efforts to utilize available telecommunication applications to conduct consultation meetings. If a consultation meeting is held or requires reasonable travel time during the regular work hours of any participant, such hours shall be deemed time worked. An employee's work time for this purpose shall not exceed eight hours for a consultation. Attendance at the consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities that affect employees, and no meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

#### **SECTION 6 – Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the state agrees to furnish at an academy in a DHSMV- controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA;
- (2) PBA meetings;
- (3) PBA elections;
- (4) Reports of PBA committees;
- (5) PBA benefit programs;

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

- (6) Current PBA Agreement;
- (7) Training and educational opportunities; and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the state, or its officers or employees; nor shall any posted material violate law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA’s authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) The DHSMV shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

**SECTION 7 – Employee Lists**

(A) Upon request of the PBA on no more than a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include employees’ names, home addresses, work locations, classification titles, and other data elements as identified by the PBA that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state’s policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data includes home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than PBA business.

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

**SECTION 8 – Occupational Profiles and Rules Maintained**

The state will maintain on the Department of Management Services’ website the occupational profiles and the Rules of the State Personnel System.

**SECTION 9 – Negotiations**

(A) The PBA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the state and the PBA agree to meet elsewhere at a state facility or other location that involves no rental cost to the state. There shall be no negotiation by the PBA at other levels of state government.

(B) The PBA may designate up to four employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour-for-hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee’s regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one employee per Florida Highway Patrol region shall attend a single day session.

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

**SECTION 10 – Changes to Policies**

(A) The state shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining, provided that the PBA makes a request within 14 days of receipt of the policy. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the state shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

**SECTION 11 – Academy Access**

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time, and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than 60 minutes, unless a longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the DHSMV Agency Head or designee.

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction. No other representative of an employee organization as defined in 447.203(11), Florida Statutes, is authorized to make a presentation during basic recruit class time.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

**Article 5**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**  
**(The Remainder of this Article Shall be Status Quo)**

**SECTION 2 – Representation**

(A) The PBA shall furnish to the state and keep up-to-date a list of PBA authorized Staff Representatives. The state will not recognize a Staff Representative whose name does not appear on the list.

(B) The PBA shall select a reasonable number of PBA Grievance Representatives. The PBA shall furnish a list which includes the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Grievance Representative. The state will not recognize a Grievance Representative whose name does not appear on the list. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(C) Where PBA representation is not requested by the employee, the PBA shall be notified of and given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

(D) Management shall not request or require any PBA Representative or member to discuss or divulge the content or nature of the conversation with a with a PBA member that is under investigation.

**For the State of Florida**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For PBA**

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George J. Corwine  
PBA’s Chief Labor Negotiator

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Date

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

It is the policy of the state and the PBA to encourage informal discussions of complaints between management and employees as well as between supervisors and employees. Such discussions should be held with a view to reaching an understanding that 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 this Agreement.

(B) “Grievant” shall mean a Florida Highway Patrol employee or a group of Florida Highway Patrol employees having the same grievance. 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, F.S., holiday observed by the PBA 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 Department of Management Services 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), Florida Administrative Code (F.A.C.).

**For the State**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For the PBA**

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to PERC, the grievant or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the grievant or the PBA. 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 other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the grievant.

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

## **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including email), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

(C) The filing or pendency of a grievance under the provisions of this Article shall

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

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) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. 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 to Arbitration shall not establish a precedent binding on either the PBA 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 the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, ~~mediation~~, or arbitration hearings 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 PBA. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

(G) 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) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

alleges that the discipline was without cause and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the 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 designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 15 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

(b) The Agency Head or designated representative shall communicate a decision in writing to the grievant and the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the Agency Head fails to respond within the time limit, 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 PBA representative, or the grievant or grievant's representative, if not represented by PBA, may appeal the grievance to arbitration as provided in Article 6, Section 3(G)(4), below, within 15 days after receipt of the Step 2 decision.

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

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may appeal the grievance by submitting it to the Office Manager for the Office of the General

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or by email to: [Step3Grievances@dms.fl.gov](mailto:Step3Grievances@dms.fl.gov) [Step3Grievances@dms.myflorida.com](mailto:Step3Grievances@dms.myflorida.com) within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the 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.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The Department of Management Services shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

**(4) 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.fl.gov](mailto:arbitration.coordinator@dms.fl.gov) [arbitration.coordinator@dms.myflorida.com](mailto: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 PBA may appeal the grievance to arbitration within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

3. Contract Language Dispute. If a Contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 15 days following receipt of the decision at Step 3.

~~(b)~~ ~~—~~ ~~Grievance Mediation~~

~~1. 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. The Arbitration Coordinator will notify the parties and the arbitrator of the next arbitrator in rotation as provided in (4)(c), below. The arbitrator will then schedule a hearing date with the parties, with notice to the Arbitration Coordinator. 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.~~

~~2. If the mediation is unsuccessful in resolving the grievance, the PBA 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 PBA chooses to arbitrate the grievance, the parties will proceed to the scheduled arbitration, or to a rescheduled hearing if necessitated by the period needed to conduct the mediation. 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.~~

(b) ~~(c)~~ Arbitration Process

1. The arbitrator shall be one person from a panel of at least six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services will contract with panel members chosen by the parties for a term of two years or as otherwise agreed by the parties. The Department and PBA shall review panel membership no less than five months prior to the end of the panel members' contracts, indicate in writing which members, if any, are not to be continued, and

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

propose new panel members if necessary. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA 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 PBA, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 30 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 his/her 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.

2. The hearing will be held at the employee's troop headquarters or other DHSMV facility within 50 miles of the employee's assigned work location unless the parties mutually agree to a virtual hearing or other location upon consideration of the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. Witnesses may appear in person, via a virtual meeting platform (i.e., Zoom, WebEx, Microsoft Teams, or similar service), or by teleconference. For contract disputes, the arbitration hearing may be held via a virtual meeting platform (i.e., Zoom, WebEx, Microsoft Teams, or similar service), or by teleconference. If the parties cannot agree on a virtual meeting platform for a contract dispute hearing, the contract dispute hearing will be held in Tallahassee.

3. 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.

4. The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

Arbitration Form. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. If the arbitrator initially selected is not available to schedule within the five months period, the parties may request that the Arbitration Coordinator provide them 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.

5. Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the arbitrator appointed under (4)(b)(e), above, with notice to the Arbitration Coordinator, within 30 days of the filing of the Request for Arbitration, that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. If the appointed arbitrator can meet the requirements of this expedited process (i.e., being available to schedule a hearing within 30 days of being chosen, limiting the hearing to one day, and issuing a decision within 15 days of the hearing) the appointed arbitrator will schedule and conduct the hearing. If the arbitrator cannot schedule on this expedited basis, the Arbitration Coordinator will provide the parties with the name of the next arbitrator in rotation. The hearing may 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 by the party losing the arbitrability issue. 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 (4)(b)(e) of this Article to conduct a hearing on the substantive issue(s).

6. 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 PBA, 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:

a. The arbitrator shall transmit a decision to the

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

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.

b. 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.

c. 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.

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

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

i. 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.

ii. 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.

f. The arbitrator’s award may not include back pay, to the grievant(s); however, the following limitations shall apply to such monetary awards:

i. 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, shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

ii. If the Association 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 (b)4.(e)(3), above, whichever is later, and the rescheduled date.

7. 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. The arbitrator shall submit his fee and expense 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.

8. A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter, unless the other party orders a transcript, in which case the appearance fee shall be split between the parties. 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 7.(6), above.

9. The PBA 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 PBA, where appropriate, to proceed to the next step. The state will make a good faith effort to timely communicate decisions at each step.

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

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

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

**SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA 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 PBA.

(B) All grievances will be presented at Step 1 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 contained in Appendix B within 15 days following the date on which the employee 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 10(F) 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 employee knew or should have known of the event giving rise to the grievance.

(3) The PBA 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 PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The PBA shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(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 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.

(C) An employee who has not attained permanent status in his current position may

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

only file non-discipline grievances to Step 3, unless the processing of such grievances is further limited by specific provisions of this Agreement.

**SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to expedited arbitration of a grievance.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitration shall be scheduled in accordance with the procedures described in section 3(G)(4)(b)(e), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(4) of this procedure shall be applicable.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

**Article 13**  
**SAFETY**

**SECTION 1 – Vehicle Safety**

Vehicles used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Consultation**

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and minimum standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the state and the agency with regard to such standards including:

- (A) That all vehicles shall incorporate standard police packages, power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles shall have a locking gun rack;
- (D) Use of radios by uniformed personnel not assigned marked vehicles; and
- (E) Other safety standards for equipment and vehicles

Any purchases of equipment or services based on the Committee’s recommended minimum safety standards shall be consistent with Chapter 287, Florida Statutes, governing the

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

procurement of personal property and services, as well as with other relevant statutes, rules, and policies.

The recommendations of the Committee shall be submitted in writing to the Agency Head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written explanation for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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**Article 13**  
**SAFETY**

SECTION 1 – Vehicle, Vessel and Equipment Safety

Vehicles, vessels and equipment used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state.

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 – Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the state and/or appropriate agencies with regard to:

- (A) That all vehicles shall incorporate standard police packages, power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack;
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles;

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

35 (F) Other matters relating to equipment, vehicle, and vessel purchases;  
36 improvements to existing vehicles and vessels to enhance safety, training and  
37 other matters relating to safety.

38  
39 (G) Matters relating to safety which affect any and all members within the  
40 collective bargaining unit shall go before the safety committee.

41  
42 The recommendations of the Committee shall be submitted in writing to the appropriate  
43 agency head who shall respond, in writing, with respect to each recommendation. Rejection  
44 of any recommendation shall include written justification for the rejection.

45  
46 The parties agree to execute a Memorandum of Understanding setting forth the composition  
47 and schedule for the Committee.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date

**Article 15**  
**SENIORITY**

**SECTION 1 – Definition**

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

**SECTION 2 – Seniority Application**

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

**SECTION 3 – Vacation and Holiday Leave**

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

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

**ARTICLE 15**  
**SENIORITY**

**SECTION 1 – Definition**

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

**SECTION 2 – Seniority Application**

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

**SECTION 3 – Vacation and Holiday Leave**

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

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 17**  
**GROOMING STANDARDS**

**SECTION 1 – Haircuts**

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner that permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean-shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

**SECTION 2 – Cosmetics and Jewelry**

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

**SECTION 3 – Permitted Variations**

Variations in the grooming standards described in this Article may be permitted by the DHSMV when it deems that such variations are required by an employee's current work assignment.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 17**  
**GROOMING STANDARDS**

**SECTION 1 – Haircuts**

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar’s edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner that permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean-shaven, except that if a mustache or beard is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip, if only a mustache is present.

(D) Tattoos may be visible on the arms but must be above the wrist. Any visible tattoo cannot be derogatory or offensive in nature and if deemed so by the Agency, it must be covered up when in uniform. No tattoos of any nature shall be allowed on the face, neck, hands or fingers.

**SECTION 2 – Cosmetics and Jewelry**

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

**SECTION 3 – Permitted Variations**

Variations in the grooming standards described in this Article may be permitted by the DHSMV when it deems that such variations are required by an employee’s current work assignment.

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**SECTION 1 – Workday, Work Period**

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

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

(C) The work period for employees shall be 40, 80, or 160 hours, as determined by the Executive Director of the DHSMV.

**SECTION 2 – Work Schedule**

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**SECTION 3 – Rest Periods**

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

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

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

**SECTION 4 – Overtime**

(A) The work period for each full-time employee shall be 40, 80, or 160 hours, as determined by the agency.

(B) Work beyond the employee’s regular work period shall be recognized in accordance with Rule 60L-34, F.A.C., including when an emergency is declared by the Governor and an employee is assigned to an emergency area described in the Governor’s Executive Order or to a mission related to the emergency. However, upon the employee’s return to normal assignments and scheduling following an assignment to an emergency area or a mission related to the emergency, the employee shall not be compelled by the Department to use leave for the purpose of offsetting overtime earned while assigned to the emergency area or mission related to the emergency, unless the employee has worked 13 consecutive days. If the employee has

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

worked 13 consecutive days, the Department will have the discretion to compel leave within the remainder of the work period by requiring one regular day off upon the employee’s return to normal assignments and scheduling. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

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

**SECTION 5 – FLSA Compensatory Leave**

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

(1) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**SECTION 6 – Special Compensatory Leave**

(A) ~~Earning of Special Compensatory Leave Credits.~~ Special compensatory leave credits may be earned for holidays and office closures only in accordance with Rule 60L-034, F.A.C. the following instances:

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

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

(B) Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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

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

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

The DHSMV shall set up and administer a sick leave pool and sick leave transfer plan for employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the DHSMV’s existing sick leave pool and sick leave transfer plan.

**SECTION 8 – Disability Leave with Pay**

(A) An employee who sustains a job-related disability and is eligible for disability leave with pay under the provisions of Rule 60L-34, F.A.C., shall be carried in full-pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave.

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

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

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

**SECTION 9 – Alternate Duty**

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

**Article 23**  
**EQUIPMENT**

**SECTION 1 – New Vehicles**

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current state contract specifications for pursuit vehicles.

**SECTION 2 – High Visibility Lights**

The DHSMV shall utilize high visibility lights as dictated by agency needs.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

\_\_\_\_\_  
Date

**Article 23**  
**EQUIPMENT**

**SECTION 1 – New Vehicles**

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current state contract specifications for pursuit vehicles.

**SECTION 2 – High Visibility Lights**

The DHSMV shall utilize high visibility lights as dictated by agency needs.

**SECTION 3 – Speed Measurement Devices**

The DHSMV shall utilize speed measurement devices for a period not to exceed ten (10) years.

**For the State of Florida**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, 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 4 – Combined Competitive Pay and Special Pay Adjustment**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee’s June 30, 2026, base rate of pay shall be increased by five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers. The competitive pay and special pay adjustment shall be made before any other adjustment(s).

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Sworn Officers Career Development Plan**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, from funds provided in the Specific Appropriation 2786, the Department of Highway Safety and Motor Vehicles is authorized to use up to \$11,576,190 for the purpose of increasing the minimum annual base rate of pay of employees of the Florida Highway Patrol related position classifications to implement the Sworn Officers Career Development Plan. The Department of Highway Safety and Motor Vehicles shall submit a plan for these adjustments pursuant to Section 216.177(2), Florida Statutes. These wage adjustments are in addition to the paragraph (1)(b) competitive pay adjustments and the paragraph (2)(a) special pay adjustments.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTICLE 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027 ~~contingent upon the availability of funds and at the Agency Head's discretion~~, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 4 – Inflation Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027, effective July 1, ~~2025~~ 2026, each eligible employee's June 30, ~~2025~~ 2026, base rate of pay shall be increased by ~~5.38~~ ten percent (10%) to address rising inflation for those with less than five (5) of service. For bargaining unit members with five (5) or more years of service, they shall receive a fifteen percent (15%) increase to base pay. The inflation pay adjustment shall be made before any other adjustments.

**SECTION 5 – Other Pay Provisions**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2024-2025~~

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

36 2025-2026, effective July 1, 2024, the minimum annual base rate of pay for each eligible unit  
37 employee shall be \$52,500-\$65,000 for the Rank of Trooper.

38

39 Career Development Plan

40

41 The parties agree that the sum of thirty million dollars (\$30,000,000) shall be set aside for the  
42 purposes of developing a career development plan. This sum would further be subject to  
43 negotiations between the PBA, the Agency and DMS. This plan would be submitted to the LBC  
44 for approval before September 1<sup>st</sup>, 2026, to be implemented on October 1<sup>st</sup>, 2026.

45

46 **SECTION 6 – Housing Assistance Pay**

47

48 Each bargaining unit member shall be provided with \$5,000 per year (\$416.67 per month) to assist  
49 the bargaining unit members with either property tax, homeowner’s insurance, etc.

50

51 **SECTION 7 – Specialty Unit Stipends**

52 The Department of Highway Safety and Motor Vehicles may grant special duties pay additives of  
53 \$2,000 \$5,000 for law enforcement officers who perform additional duties as K-9 handlers, felony  
54 officers, criminal interdiction officers, criminal investigation and intelligence officers (BCII),  
55 Commercial Vehicle Enforcement Officers (CVE), Peer Counselors, new recruit background  
56 checks and training, and technical support officers, drug recognition experts, hazardous material  
57 squad members, compliance investigation squad members, motorcycle squad members, Quick  
58 Response Force Team, Honor Guard, or Florida Advanced Investigation, Reconstruction Teams  
59 and High Liability Instructors (Driving, Firearms, Defensive Tactics, Agency Inspector and First  
60 Aid). Bargaining unit members will be compensated for up to a maximum of two (2) pay additives  
61 from this section. Bargaining unit members must be active in the discipline they are receiving  
62 compensation for under this paragraph.

63

64 **SECTION 8 - Veteran’s Compensation**

65

66 Any bargaining unit member who is a United States Veteran military veteran shall be compensated  
67 at two hundred dollars (\$200) per month. This amount shall be a stipend added to the bargaining  
68 unit member’s monthly pay.

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**There was  
Tentative Agreement  
Reached on the  
Insurance Proposal  
(Article 27).**

**However, Legislative Action  
is Required.**

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

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

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, the benefits and employee share of premiums for the State Employees Group Health Insurance Plans shall remain unchanged for Fiscal Year 2026-2027.

**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**

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

  
\_\_\_\_\_  
Date

**For the PBA**

  
\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

  
\_\_\_\_\_  
Date

**Article 28**  
**TRAVEL EXPENSES**

**SECTION 1 – Payment of Travel Vouchers**

Travel expenses shall be paid for authorized travel on state business in the manner and amounts as provided in section 112.061, F.S. The state will make a good faith effort to pay travel vouchers within 30 days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the person or office designated by the agency to receive such vouchers.

**SECTION 2 – Emergency Travel**

(A) When an emergency, such as a hurricane, arises that requires the agency to temporarily assign employees with less than 48 hours' notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than 48 hours' notice, the state agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

**SECTION 3 – Mileage Allowance**

The state agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately owned vehicles for official travel at the rate provided in section 112.061(7)(d)1., F.S.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**Article 28**  
**TRAVEL EXPENSES**

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(B) When an emergency arises requiring temporary personnel assignment with less than 48 hours’ notice, the state agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

**SECTION 3 –Travel**

Any travel which is required due to a deployment shall automatically add a stipend to the bargaining unit member in addition to any statutory per diem allowance. The stipend shall follow the following schedule:

(A) In State Travel - \$45 per day

(B) Out of State Travel - \$65 per day

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

38 **SECTION 3 4 – Mileage Allowance**

39

40 The state agrees to seek continued funding to provide for the payment of a mileage allowance for  
41 the use of privately owned vehicles for official travel at the rate provided in section  
42 112.061(7)(d)1., F.S.

**For the State of Florida**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For PBA**

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George J. Corwine  
PBA's Chief Labor Negotiator

---

Date

**PBA - Florida Highway Patrol Collective Bargaining Unit (12)  
Fiscal Year 2026-27 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 2:</b> Provides for pay additives for eligible members of the bargaining unit.	Indeterminate	
<b>Article 25, Section 3:</b> Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	
<b>Article 25, Section 4:</b> Provides for a pay increase of \$10% for each eligible member of the bargaining unit to address rising inflation for members with less than five (5) years of service, and a 15% increase for members with five (5) or more years of service, effective July 1, 2026. This increase shall be made before any other pay adjustments.	Indeterminate	
<b>Article 25, Section 5 (Trooper Class):</b> Provides a new minimum base rate of pay of \$65,000 for members of the bargaining unit that are in the Trooper classification, effective July 1, 2026.	\$3.4 M	Calculation is based on increasing the minimum base rate of pay to \$65,000 for members of the bargaining unit ranked as a Trooper, which included 1,380 FTE of CBU 12. The new base was calculated for applicable employees using People First data as of October 2025 transferred into LAS/PBS as the source for the data. Includes all positions, both filled and vacant. This amount includes retirement/FICA.
<b>Article 25, Section 5 (Career Development Plan):</b> Provides \$30,000,000 for the purpose of developing a career development plan for approval of the Legislative Budget Committee (LBC) before September 1, 2026, with an effective date of October 1, 2026.	\$30 M	The proposed sum of \$30,000,000 would be contingent upon subsequent negotiations amount the PBA, the Department of Highway Safety and Moter Vehicles, and the Department of Management Services.
<b>Article 25, Section 6:</b> Provides Housing Assistance Pay of \$5,000 a year to members of the bargaining unit to assist members with either property tax, homeowner's insurance, and etc.	\$8.9 M	Calculation is based on 1,793 FTE of CBU 12 that met the criteria for the Housing Assistance Pay stipend.
<b>Article 25, Section 7:</b> Provides a Critical Market Pay Additive for members of the bargaining unit that are Highway Safety and Motor Vehicles may grant special duties pay additive of \$5,000 for law enforcement officers who perform additional duties as K-9 handlers, felony officers, criminal interdiction officers, criminal investigation and intelligence officers (BCII), Criminal Vehicle Enforcement Officers (CVE), Peer Counselors, 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, Reconstruction Teams and High Liability Instructors (Driving, Firearms, Defensive Tactics and First Aid). Active members of the bargaining unit will receive compensation for up to two pay additives listed in this section.	Indeterminate	
<b>Article 25, Section 8:</b> Provides a \$200 per month stipend to any member of the bargaining unit who is a United States Veteran member.	Indeterminate	





# Snapshot of Articles Negotiated for FY 2026-2027

## **The State of Florida and the Florida Police Benevolent Association Law Enforcement Unit Fiscal Year 2026-2027 Collective Bargaining Successor Negotiations**

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement that expires June 30, 2026. During successor years, the entire agreement including wages and insurance, are open for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 12, 2026**

**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 – Employee Representation and PBA Activities  
Article 19 – Personal Property – Replacement and/or Reimbursement  
Article 24 – On-Call Assignment – Call-Back – Court Appearance  
Article 27 – Insurance Benefits (Premiums to Remain Unchanged)  
Article 35 – Duration

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

Article 6 – Grievance Procedure  
Article 13 – Safety  
Article 14 – Performance Review  
Article 18 – Hours of Work, Leave and Job-Connected Disability  
Article 25 – Wages

### **REFERENCE**

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

[PBA - Law Enforcement Unit: FY 2025-2026 Reopener Agreement](#)

**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 12, 2026**  
**2026-2029 Successor Negotiations**  
*All Articles Were Open for Negotiations*  
**Shaded = Tentative Agreement or Withdrawn**  
**Impasse Articles to be Resolved: 6, 13, 14, 18, and 25**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
2 - Gender Reference	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
3 - Vacant	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
4 - No Discrimination	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.













**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>10/8/25: No proposal.</p> <p>12/22/25: The State proposal removes language referencing mediation from Section 3(F) and removes subsection 3(G)(4)(b), updates email address domains in Section 3(G), and updates numbering and lettering references.</p>	10/8/25: No proposal.	<p>12/22/25: The Federal Mediation and Conciliation Service referenced in this article only provides mediation service in matters of "last resort" and is not authorized to mediate following submission of a grievance to arbitration, but prior to the arbitration hearing as required by the provisions of this article. As a result, the State notified the Union of its intent to remove references to mediation from the Agreement on 9/24/25.</p> <p>The Union provided no indication of agreement with the State's Proposal; therefore, no agreement was reached.</p>

**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
7 - Internal Investigations	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
8 - Workforce Reduction	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
10 - Disciplinary Action	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
11 - Classification Review	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
12 - Personnel Records	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.



**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
14 - Performance Review	<p>10/8/25: No proposal.</p> <p>12/3/25: Status Quo Counter Proposal.</p>	<p>10/8/25: The Union proposed revised language to Section 1:</p> <p>SECTION 1 - Performance Reviews</p> <p>(D) "Numerical arrest, citation, or violation quotas, <u>to include the quantity of cases presented to the State Attorney's Office,</u> will not be used as a factor in evaluating employees' performance, as provided in section 316.640(8)(b), F.S."</p>	<p>10/8/25:</p> <p>The current contract language comports with the language in section 316.640(8)(b), F.S.</p> <p>12/3/25: The Union provided no indication of agreement with Status Quo; therefore, no agreement was reached.</p>
15 - Seniority	<p>10/8/25: No proposal.</p> <p>12/3/25: Status Quo.</p>	10/8/25: No proposal.	<p>12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.</p>
16 - Employment Outside State Government	<p>10/8/25: No proposal.</p> <p>12/3/25: Status Quo.</p>	10/8/25: No proposal.	<p>12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.</p>

**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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**Impasse Articles to be Resolved: 6, 13, 14, 18, and 25**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
17 - Grooming Standards	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.



**Florida Police Benevolent Association (PBA)**  
**Law Enforcement Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability (continued from above)	(continued from above)  (B) " <u>Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:</u>  (1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits earned on or after November 1, 2019 prior to the agency approving the following leave types:  (a) Regular compensatory leave credits.  (b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.		(continued from above)  required substitution and compelled use emanate from paragraph (3) of Rule 60L-34.0044, F.A.C.  The Union provided no indication of agreement with the State's Proposal; therefore, no agreement was reached.
(continued below)	(continued below)		



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>18 - Hours of Work, Leave and Job-Connected Disability            (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>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.</p> <p>(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."</p> <p>(D) "When an employee separates, transfers to another agency, or transfers to another pay plan, the agency shall pay the employee for unused special compensatory leave credits in</p> <p>(continued below)</p>		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability (continued from above)	(continued from above)  accordance with Rule 60L-34.0044, F.A.C. When the employee transfers to another collective bargaining unit, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019."		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Personal Property - Replacement and/or Reimbursement	10/8/25: No proposal.	10/8/25: The Union proposed revised language to Section (D):  (D) "After meeting the conditions described above, the Agency Head or designee shall authorize reimbursement not to exceed the following amounts:  (1) Watch - \$75 <u>\$150</u>  (2) Prescription glasses - <del>\$200</del> <u>\$300</u> (including any required examination)  (3) Other Items - the Agency Head or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.  (4) Total allowable per incident - <del>\$500</del> <u>\$3,000</u> ."	10/8/25:  The agencies did not report any fiscal impact data as it is uncommon for them to receive reimbursement requests. Overall, the agencies indicate the proposed rate increase is reasonable and do no object to this proposed provision. The proposed reimbursement amounts are consistent with the current FHP Agreement.  12/19/25: The State tentatively agreed to the Union's proposal of 10/8/25.

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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
20 - Training and Education	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
21 - Compensation for Temporary Special Duty in a Higher Level Position	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
22 - Vacant	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
23 - Equipment	10/8/25: No proposal. 12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
24 - On-Call Assignment - Call-Back - Court Appearance (continued from above)	<p>12/3/25: The State counter proposed revised language to Section 4:</p> <p>SECTION 4 – Court Appearances</p> <p>"If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of <u>three</u> <del>two and one-half</del> hours, whichever is greater. <u>At no time will an employee claim more than three hours for multiple court appearances within the same three-hour period of time.</u>"</p>	<p>(continued from above)</p> <p><del>half (2.5)</del> <u>three (3)</u> hour period of time."</p>	<p>(continued from above)</p> <p>3 hours will improve the benefits available for unit members with minimal fiscal impact on existing agencies' budgets. Note: The last sentence in (4)(B) of the Union's proposal should have been completely underlined as it is all new language.</p> <p>12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.</p>











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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  <u>competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers.</u>		
26 - Uniforms and Accessories	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits (continued from above)	(continued from above)  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.		12/19/25: Union tentatively agreed to State's Proposal of 12/11/25.  Although the Union tentatively agreed, Legislative resolution action is still required.
28 - Travel Expenses	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
29 - Drug Testing	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
30 - No Strike	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
31 - State Personnel System Rules	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
32 - Management Rights	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
33 - Entire Agreement	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
34 - Savings Clause	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
35 - Duration	10/8/25: No proposal.  12/3/25: In addition to proposing a Successor Agreement with a duration of three years (2026 - 2029), the State counter proposed minor edits to bring uniformity to this article across the five bargaining agreements.	10/8/25: The Union proposed that the Successor Agreement have a duration of three years (2026 - 2029).	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.
36 - Awards	10/8/25: No proposal.  12/3/25: Status Quo.	10/8/25: No proposal.	12/19/25: Union tentatively agreed to State's Proposal of 12/3/25.

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

It is the policy of the state and the PBA to encourage informal discussions of complaints between management and employees as well as between supervisors and employees. Such discussions should be held with a view to reaching an understanding that 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 this Agreement.

(B) “Grievant” shall mean a law enforcement employee or a group of law enforcement employees having the same grievance. 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, F.S., holiday observed by the PBA 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 Department of Management Services 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), Florida Administrative Code (F.A.C.).

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

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

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to PERC, the grievant or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the grievant or the PBA. 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 other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the grievant.

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

**SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including email), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

(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 the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(C) The filing or pendency of a 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) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. 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 to Arbitration shall not establish a precedent binding on either the PBA 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 the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, ~~mediation~~, or arbitration hearings 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 PBA. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

(G) 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) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the 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 designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 15 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

(b) The Agency Head or designated representative shall communicate a decision in writing to the grievant and the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the Agency Head fails to respond within the time limit, 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 PBA representative, or the grievant or grievant's representative, if not represented by PBA, may appeal the grievance to arbitration as provided in Article 6, Section 3(G)(4), below, within 15 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 the PBA**

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Date

taken without cause, is not resolved at Step 2, the grievant or designated representative may appeal the grievance 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, 32399-0950, or by email to: [Step3Grievances@dms.fl.gov](mailto:Step3Grievances@dms.fl.gov) [Step3Grievances@dms.myflorida.com](mailto:Step3Grievances@dms.myflorida.com) within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the 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.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The Department of Management Services shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

#### (4) 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.fl.gov](mailto:arbitration.coordinator@dms.fl.gov) [arbitration.coordinator@dms.myflorida.com](mailto: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 PBA

#### For the State

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

#### For the PBA

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

may appeal the grievance to arbitration within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 15 days following receipt of the decision at Step 3.

~~(b)~~ — Grievance Mediation

~~1. — 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. The Arbitration Coordinator will notify the parties and the arbitrator of the next arbitrator in rotation as provided in (4)(c), below. The arbitrator will then schedule a hearing date with the parties, with notice to the Arbitration Coordinator. 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.~~

~~2. — If the mediation is unsuccessful in resolving the grievance, the PBA 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 PBA chooses to arbitrate the grievance, the parties will proceed to the scheduled arbitration, or to a rescheduled hearing if necessitated by the period needed to conduct the mediation. 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.~~

~~(b) (e)~~ Arbitration Process

1. The arbitrator shall be one person from a panel of at least six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services will contract with panel members chosen by the parties

**For the State**

**For the PBA**

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Michael Mattimore  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

for a term of two years or as otherwise agreed by the parties. The Department and PBA shall review panel membership no less than five months prior to the end of the panel members' contracts, indicate in writing which members, if any, are not to be continued, and propose new panel members if necessary. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA 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 PBA, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 30 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 his/her 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. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.

2. 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.

3. The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. If the arbitrator initially selected is not available to schedule within the five months period, the parties may request that the Arbitration Coordinator provide them with the names of succeeding arbitrators on the panel

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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**For the PBA**

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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.

4. Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the arbitrator appointed under (4)(b)(e), above, with notice to the Arbitration Coordinator, within 30 days of the filing of the Request for Arbitration, that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. If the appointed arbitrator can meet the requirements of this expedited process (i.e., being available to schedule a hearing within 30 days of being chosen, limiting the hearing to one day, and issuing a decision within 15 days of the hearing) the appointed arbitrator will schedule and conduct the hearing. If the arbitrator cannot schedule on this expedited basis, the Arbitration Coordinator will provide the parties with the name of the next arbitrator in rotation. The hearing may 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 by the party losing the arbitrability issue. 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 (4)(b)(e) of this Article to conduct a hearing on the substantive issue(s).

5. 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 PBA, 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:

a. 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.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

b. 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.

c. 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.

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

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

i. 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.

ii. 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.

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

i. 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, shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

ii. If the Association 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 ~~(4)(b)(5)(d)~~, above, whichever is later, and the rescheduled date.

6. 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. The arbitrator shall submit his fee and expense 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.

7. A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter, unless the other party orders a transcript, in which case the appearance fee shall be split between the parties. 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 ~~(6.)~~, above.

8. The PBA 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 PBA, where appropriate, to proceed to the next step. The state will make a good faith effort to timely communicate decisions at each step.

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

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

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

**SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA 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 PBA.

(B) All grievances will be presented at Step 1 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 contained in Appendix B within 15 days following the date on which the employee 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 10(F) 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 employee knew or should have known of the event giving rise to the grievance.

(3) The PBA 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 PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The PBA shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(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 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 the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances to Step 3, unless the processing of such grievances is further limited by specific provisions of this Agreement.

**SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to expedited arbitration of a grievance.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitration shall be scheduled in accordance with the procedures described in section 3(G)(4)(~~b~~)(e), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(4) of this procedure shall be applicable.

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

**Article 13**  
**SAFETY**

**SECTION 1 – Vehicle and Vessel Safety**

Vehicles and vessels used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Consultation**

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the state and/or appropriate agencies with regard to:

- (A) That all vehicles shall incorporate standard police packages, power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack;
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

(F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety, training, and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate Agency Head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

**Article 13**  
**SAFETY**

**SECTION 1 – Vehicle and Vessel Safety**

Vehicles and vessels used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state and be equipped with all required safety equipment as outlined Florida Statute.

Vehicles and vessels must be regularly maintained by the agency to ensure safe operation, effective usage and longevity. For vehicles, this includes routine checks of the engine, brakes, tires, lights, and other critical components to ensure reliability during normal operation and emergency response. For vessels, this includes ensuring the motor, controls, and steering systems are functioning properly.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

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- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and
- (F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety, training, and other matters relating to safety.

**For the State of Florida**

**For PBA**

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

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George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

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Date

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43 shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall  
44 include written justification for the rejection.  
45  
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47 for the Committee.

**For the State of Florida**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For PBA**

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George J. Corwine  
PBA's Chief Labor Negotiator

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Date

**Article 14**  
**PERFORMANCE REVIEW**

**SECTION 1 – Performance Reviews**

(A) Performance reviews of employees shall be conducted in accordance with Rule 60L-35, F.A.C., Performance Evaluation System.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by an agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(D) Numerical arrest, citation, or violation quotas will not be used as a factor in evaluating employees' performance, as provided in section 316.640(8)(b), F.S.

(E) The provisions of this article are not grievable under Article 6 of this Agreement except as follows:

(1) If the performance evaluation of an employee who has obtained permanent status in his current position serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 – Agency Performance Reviews**

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

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

**SECTION 3 – Recruit Evaluation**

Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their supervisor.

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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**Article 14**  
**PERFORMANCE REVIEW**

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(D) Numerical arrest, citation, or violation quotas, to include the quantity of cases presented to the State Attorney's Office, will not be used as a factor in evaluating employees' performance, as provided in section 316.640(8)(b), F.S.

(E) The provisions of this article are not grievable under Article 6 of this Agreement except as follows:

(1) If the performance evaluation of an employee who has obtained permanent status in his current position serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

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

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**For the State of Florida**

**For PBA**

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

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George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

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**For the State of Florida**

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

\_\_\_\_\_  
Date

**For PBA**

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George J. Corwine  
PBA’s Chief Labor Negotiator

\_\_\_\_\_  
Date

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

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

**SECTION 1 – Workday**

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

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

**SECTION 2 – Work Schedule**

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

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

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

### **SECTION 3 – Rest Periods**

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

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

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

### **SECTION 4 – Overtime**

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

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

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

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

**SECTION 5 – FLSA Compensatory Leave**

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

(1) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave”. Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L34, F.A.C., as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

(a) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 80-hour cap

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

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

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

## SECTION 6 – Special Compensatory Leave

(A) ~~Earning of Special Compensatory Leave Credits.~~ Special compensatory leave credits may be earned for holidays and office closures only in accordance with Rule 60L-034, F.A.C. the following instances:

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

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

(B) Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:

(1) Employee Leave Requests. An employee shall be required to use available

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

special compensatory leave credits earned on or after November 1, 2019 prior to the agency approving the following leave types:

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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

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

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

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

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

Each agency shall set up and administer a sick leave pool and sick leave transfer plan for employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency’s existing sick leave pool and sick leave transfer plan.

**SECTION 8 – Disability Leave with Pay**

(A) An employee who sustains a job-related disability and is eligible for disability leave with pay under the provisions of Rule 60L-34, F.A.C., shall be carried in full-pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave.

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

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

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent

**For the State**

**For the PBA**

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

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, F.A.C. The Department shall approve such requests that, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

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

### **SECTION 9 – Alternate Duty**

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

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

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the PBA**

---

George J. Corwine  
Chief Labor Negotiator, Florida PBA

---

Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, 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 4 – Combined Competitive Pay and Special Pay Adjustment**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee’s June 30, 2026, base rate of pay shall be increased by five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027 ~~contingent upon the availability of funds and at the Agency Head’s discretion~~, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027, effective July 1, ~~2025~~ 2026, each eligible employee’s June 30, ~~2025~~ 2026, base rate of pay shall be increased by ~~5.38 percent~~ \$7,000 per bargaining unit member to address rising inflation. The inflation pay adjustment shall be made before any other adjustments.

**SECTION 5 – Other Pay Provisions**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027 General, effective July 1, ~~2025~~, the minimum annual base rate of pay for each eligible unit employee shall be ~~\$60,000~~ \$67,000.

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

37 **SECTION 6 – Specialty Unit Pay**

38  
39 Any bargaining unit member who is assigned to a specialty unit or team shall have a ten percent  
40 (10%) pay additive added to their base salary while assigned to that unit or team.  
41

42  
43 **SECTION 7 - Veteran’s Compensation**

44  
45 Any bargaining unit member who is a United States Veteran military veteran shall be compensated  
46 at two hundred dollars (\$200) per month. This amount shall be a stipend added to the bargaining  
47 unit member’s monthly pay.

**For the State of Florida**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date

**There was  
Tentative Agreement  
Reached on the  
Insurance Proposal  
(Article 27).**

**However, Legislative Action  
is Required.**

**Article 27  
INSURANCE BENEFITS**

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

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, the benefits and employee share of premiums for the State Employees Group Health Insurance Plans shall remain unchanged for Fiscal Year 2026-2027.

**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**

  
\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator  
December 19, 2025  
Date

**For the PBA**

  
\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA  
December 17, 2025  
Date

**PBA - Law Enforcement Collective Bargaining Unit (06)  
Fiscal Year 2026-27 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 2:</b> Provides for pay additives for eligible members of the bargaining unit.	Indeterminate	
<b>Article 25, Section 3:</b> Provides eligible employees with a merit pay increase based on the employee's performance.	Indeterminate	
<b>Article 25, Section 4:</b> Provides for a pay increase of \$7,000 for each eligible member of the bargaining unit to address rising inflation, effective July 1, 2026. This increase shall be made before any other pay adjustments.	\$14.7 M	Calculation is based on increasing the base rate of pay by \$7,000 for 1,506 FTE of CBU 06. The new base was calculated for applicable employees using People First data as of October 2025 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.
<b>Article 25, Section 5 (Trooper Class):</b> Provides a new minimum base rate of pay of \$67,000 for members of the bargaining unit, effective July 1, 2026.	\$7.1 M	Calculation is based on increasing the minimum base rate of pay to \$67,000 for members of the bargaining unit, which included 1,506 FTE of CBU 06. The new base was calculated for applicable employees using People First data as of October 2025 transferred into LAS/PBS as the source for the data. Includes all positions, both filled and vacant. This amount includes retirement/FICA.
<b>Article 25, Section 6:</b> Provides a 10% Competitive Pay Additive to the base rate of pay for members of the bargaining unit assigned to a specialty unit or team.	Indeterminate	
<b>Article 25, Section 7:</b> Provides a \$200 per month stipend to any member of the bargaining unit who is a United States Veteran member.	Indeterminate	





# Snapshot of Articles Negotiated for FY 2026-2027

## The State of Florida and the Florida State Lodge Fraternal Order of Police Special Agent Unit Fiscal Year 2026-2027 Collective Bargaining Successor Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement that expires June 30, 2026. During successor years, the entire agreement including wages and insurance, are open for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 12, 2026**

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 6 – Grievance Procedure  
Article 27 – Insurance Benefits (Premiums to Remain Unchanged)  
Article 35 – Duration

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

Article 13 – Safety  
Article 23 – Workday, Workweek and Overtime  
Article 24 – On-Call, Call-Back and Court Appearances  
Article 25 – Wages  
Article 26 – Equipment and Service Awards

### **REFERENCE**

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

[FOP - Special Agents Unit: FY 2025-2026 Reopener Agreement](#)

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 12, 2026**  
**2026-2029 Successor Negotiations**  
*All Articles Were Open for Negotiations*  
**Shaded = Tentative Agreement or Withdrawn**  
**Impasse Articles to be Resolved: 13, 23, 24, 25, and 26**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
2 - Gender Reference	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
3 - Vacant	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
4 - No Discrimination	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
5 - Employee Representation and Union Activities	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Fraternal Order of Police (FOP)**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	10/1/25: No Proposal.  12/22/25: The State proposal removes language referencing mediation from Section 3(F) and removes subsection 3(G)(4)(b), updates an email address domain in subsection 3(G)(4)(a), and updates lettering references.	10/1/25: No Proposal.	12/22/25: The Federal Mediation and Conciliation Service referenced in this article only provides mediation service in matters of "last resort" and is not authorized to mediate following submission of a grievance to arbitration, but prior to the arbitration hearing as required by the provisions of this article. As a result, the State notified the Union of its intent to remove references to mediation from the Agreement on 9/24/25.  12/23/25: Union tentatively agreed to State's Proposal of 12/22/25.
7 - Internal Investigations and Disciplinary Action	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Fraternal Order of Police (FOP)**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
8 - Workforce Reduction	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
9 - Lateral Action, Transfer, Change in Duty Station	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
10 - Grooming	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
11 - Classification Review	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
12 - Personnel Records	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.





**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
13 - Safety (continued from above)	12/3/25: Status Quo Counter Proposal.	(continued from above)  <u>"The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee."</u>	12/3/25: The Union provided no indication of agreement with Status Quo; therefore, no agreement was reached.
14 - Performance Review	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
15 - Seniority	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
16 - Employment Outside State Government	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
17 - Department Vehicles	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
18 - Leave	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
19 - Personal Property - Replacement and/or Reimbursement	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
20 - Educational Assistance Plan	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
21 - Compensation for Temporary Special Duty in Higher Level Position	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
22 - Job-Connected Disability	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.





**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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**Impasse Articles to be Resolved: 13, 23, 24, 25, and 26**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Workday, Workweek and Overtime (continued from above)			(continued from above)  these provisions.  The Union provided no indication of agreement with the State's Counter Proposal; therefore, no agreement was reached.









**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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**Impasse Articles to be Resolved: 13, 23, 24, 25, and 26**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> .  SECTION 2 – Pay Additives  The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> .  SECTION 3 – Performance Pay  In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> , 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		
(continued below)	(continued below)		

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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**Impasse Articles to be Resolved: 13, 23, 24, 25, and 26**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	<p>(continued from above)</p> <p>performance rating of at least commendable, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>SECTION 4 – Combined Competitive Pay and Special Pay Adjustment</p> <p><u>In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee’s June 30, 2026, base rate of pay shall be increased by five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers.</u></p>		





**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits (continued from above)	(continued from above)  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.		12/16/25: Union tentatively agreed to State's Proposal of 12/11/25.  Although the Union tentatively agreed, Legislative resolution action is still required.
28 - Travel Expenses	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Drug Testing	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
30 - No Strike	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
31 - State Personnel System Rules	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
32 - Management Rights	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
33 - Entire Agreement	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Fraternal Order of Police (FOP)**  
**Special Agent Unit - State Personnel System**  
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**Impasse Articles to be Resolved: 13, 23, 24, 25, and 26**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
34 - Savings Clause	10/1/25: No Proposal.  12/3/25: Status Quo.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.
35 - Duration	10/1/25: No Proposal.  12/3/25: In addition to proposing a Successor Agreement with a duration of three years (2026 - 2029), the State included minor edits to bring uniformity to this article across the five bargaining agreements.	10/1/25: No Proposal.	12/16/25: Union tentatively agreed to State's Proposal of 12/3/25.

**Article 13**  
**SAFETY**

**SECTION 1 – Vehicle Safety**

Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six months, at no cost to the employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Safety Committee**

At the request of the Union, the Agency may form a Safety Committee. The Committee will be comprised of an equal number of Union and FDLE representatives. The Committee may meet at the request of the Union or FDLE, but not more than quarterly. The Committee may recommend to the Commissioner minimum safety standards for equipment and vehicles. Purchases of equipment or services based on the Committee’s recommendations are to be consistent with Chapter 287, Florida Statutes, governing the procurement of goods and services, as well as with other relevant statutes, rules, and policies.

If a Committee meeting is held or requires reasonable travel time during the regular work hours of a Union representative, such hours shall be deemed time worked. A Union representative’s time worked for the purpose of participation in a meeting shall not exceed a total of eight hours per meeting. Attendance at a Committee meeting outside of a representative’s regular work hours shall not be deemed time worked. A Union representative’s attendance shall not unduly hamper the operations of the representative’s work unit.

**For the State**

**For FOP**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Ned Golden  
State Labor Representative

---

Date

---

Date

**ARTICLE 13**  
**SAFETY**

**SECTION 1 – Vehicle Safety**

Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six months, at no cost to the employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Safety Committee**

~~At the request of the Union, the Agency may form a Safety Committee.~~ **The parties agree to form a Safety Committee.** The Committee will be comprised of an equal number of Union and FDLE representatives. The Committee ~~may~~ **shall** meet at the request of the Union or FDLE, but not more than quarterly. The Committee ~~may~~ **shall** recommend to the Commissioner minimum safety standards for equipment and vehicles. Purchases of equipment or services based on the Committee’s recommendations are to be consistent with Chapter 287, Florida Statutes, governing the procurement of goods and services, as well as with other relevant statutes, rules, and policies.

~~If a~~ **When a** Committee meeting is held or requires reasonable travel time **(unless Virtual meeting is agreed by all parties)** during the regular work hours of a Union representative, such hours shall be deemed time worked. A Union representative’s time worked for the purpose of participation in a meeting shall not exceed a total of eight hours per meeting. Attendance at a Committee meeting outside of a representative’s regular work hours shall not be deemed time worked. A Union representative’s attendance shall not unduly hamper the operations of the representative’s work unit.

**Any purchases of equipment or services based on the Committee’s recommended minimum safety standards shall be consistent with Chapter 287, Florida Statutes, governing the**

For the State

For FOP

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

procurement of personal property and services, as well as with other relevant statutes, rules, and policies.

The recommendations of the Committee shall be submitted in writing to the Agency Head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written explanation for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

For the State

For FOP

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Michael Mattimore  
State's Chief Labor Negotiator

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Ned Golden  
State Labor Representative

---

Date

---

Date

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

**SECTION 1 – Overtime**

(A) In lieu of the normal 40-hour workweek, the agency may establish an extended work period ~~The normal workweek~~ for each full-time employee in conformance with the Fair Labor Standards Act and Rule 60L-34, F.A.C. ~~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

**For the State**

**For FOP**

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.

**For the State**

**For FOP**

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Special Compensatory Leave**

(A) ~~Special compensatory leave credits may be earned for ~~Compensatory Leave is defined as leave that is earned as a result of hours worked on a holidays and office closures, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions~~ only in accordance with 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  
State Labor 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 a 40 hour/7-day extended work period as provided by Rule 60L-34.003 F.A.C., time worked after 40 hours in a permanent regular 7-day work schedule shall be paid as overtime.**

(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

For the State

For FOP

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

SECTION 2 – Workday

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

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

SECTION 3 – Rest Periods

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

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

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 5 – Special Compensatory Leave

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

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Michael Mattimore  
State's Chief Labor Negotiator

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Ned Golden  
Staff Representative

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Date

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Date

**Article 24**  
**ON-CALL, CALL-BACK AND COURT APPEARANCES**

**SECTION 1 – On-Call**

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code. Based on the availability of funds, an employee who is required to be on-call shall be paid an on-call additive in an amount of one dollar (\$1.00) per hour for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L32.0012(2)(b), F.A.C.

**SECTION 2 – Call-Back**

An employee called out to work at a time not contiguous with the employee’s scheduled hours of work shall be credited for actual time worked or a minimum of four hours, whichever is greater.

**SECTION 3 – Court Appearances**

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

**For the State**

**For FOP**

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTICLE 24**  
**ON-CALL, CALL-BACK and COURT APPEARANCES**

**SECTION 1 – On-Call**

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code. Based on the availability of funds, an employee who is required to be on-call shall be paid an on-call additive in an amount of ~~one dollar (\$1.00)~~ **one dollar and fifty cents (\$1.50)** per hour for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L32.0012(2)(b), F.A.C.

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For the State

For FOP

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, 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 4 – Combined Competitive Pay and Special Pay Adjustment**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee’s June 30, 2026, base rate of pay shall be increased by five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers.

**For the State**

**For FOP**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Ned Golden  
State Labor Representative

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Date

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Date

**Article 25**  
**WAGES (SECTION 2)**

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ ~~2026-2027~~.

Per Section 60L-32.0012, Florida Administrative Code (F.A.C.), Pay Additives and Section 110.2035, F.S., Classification and compensation program.

The department shall establish rules for the administration of pay additives and shall delegate to the employing agencies, if appropriate, the authority to implement pay additives.

The agency (FDLE) shall use pay additives, as appropriate, within the guidelines established by the department and consistent with directions contained in the General Appropriations Act. The FDLE Commissioner or designee, shall create an equitable and transparent process that will guarantee pay additives are given to those members meeting pay additive standards. A list shall be made available upon request by the bargaining unit, no more than twice per calendar year.

The following pay additives are authorized:

1. Shift differentials.
2. On call.
3. Hazardous duties.
4. Lead-worker duties.
5. Temporary special duties — general.
6. Temporary special duties — absent coworker.
7. Trainer duties.
8. Competitive area differentials.
9. Critical market pay.

For the State

For FOP

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Michael Mattimore  
State's Chief Labor Negotiator

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Ned Golden  
State Labor Representative

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Date

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Date

**Article 26**  
**EQUIPMENT AND SERVICE AWARDS**

**SECTION 1 – Accessories and Equipment**

Accessories and equipment will include the following minimum requirements:

- (A) A service weapon gun belt, holster and accessories as appropriate for the employees.
- (B) Spare ammunition, and an appropriate case.
- (C) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (D) The agency shall provide bulletproof vests to employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.
- (F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current state contract specifications for unmarked law enforcement vehicles.

**SECTION 2 – Clothing Allowance**

Employees shall receive a clothing allowance in the amount of \$500.00 annually.

**SECTION 3 – Award**

When an employee retires in good standing under any provision of the Florida Retirement System, including medical disability retirement, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an

**For the State**

**For FOP**

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Michael Mattimore  
State's Chief Labor Negotiator

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Ned Golden  
State Labor Representative

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Date

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Date

identification card clearly marked “RETIRED” as provided in section 112.193, F.S., if one of the following conditions is met:

(A) The employee has 10 or more years of service as a sworn law enforcement officer for the State of Florida, including a minimum of 5 years of service in law enforcement at the agency; or

(B) After having completed the required probationary period, the employee separates from service at the agency due to a service-connected disability.

**SECTION 4 – Award Program**

The state agrees to promote a program of recognition awards for employees that shall include:

(A) Upon promotion, a framed certificate certifying the promotion.

(B) Awards for bravery and outstanding service.

(C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing 15, 20 and 25 years of service.

(D) Upon normal retirement, an identification card and badge.

**For the State**

**For FOP**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Ned Golden  
State Labor Representative

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Date

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Date

**ARTICLE 26  
EQUIPMENT AND SERVICE AWARDS**

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- (D) The agency shall provide bulletproof vests to employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.
- (F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current state contract specifications for unmarked law enforcement vehicles.

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Employees shall receive a clothing allowance in the amount of ~~\$500.00~~ \$900.00 annually.

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For the State

For FOP

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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For the State

For FOP

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**There was  
Tentative Agreement  
Reached on the  
Insurance Proposal  
(Article 27).**

**However, Legislative Action  
is Required.**

**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 2026-2027, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2026-2027.

**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

December 16, 2025  
Date

**For FOP**



Ned Golden  
State Labor Representative

12/12/25  
Date





# Snapshot of Articles Negotiated for FY 2026-2027

## The State of Florida and the Florida Police Benevolent Association Security Services Unit Fiscal Year 2026-2027 Collective Bargaining Successor Negotiations

### **BACKGROUND**

The State and the Union are currently operating under a three-year agreement that expires June 30, 2026. During successor years, the entire agreement including wages and insurance, are open for negotiations.

### **SUMMARY OF NEGOTIATION ACTIVITIES AS OF JANUARY 12, 2026**

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 (Premiums to Remain Unchanged)  
Article 34 – Duration

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

Article 6 – Grievance Procedure  
Article 13 – Safety  
Article 23 – Hours of Work/Overtime  
Article 25 – Wages

### **REFERENCE**

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

[PBA - Security Services Unit: FY 2025-2026 Reopener Agreement](#)

**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
**Status of Collective Bargaining Negotiations as of: January 12, 2026**  
**2026-2029 Successor Negotiations**  
*All Articles Were Open for Negotiations*  
**Shaded = Tentative Agreement or Withdrawn**  
**Impasse Articles to be Resolved: 6, 13, 23, and 25**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
2 - Gender Reference	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
3 - Vacant	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
4 - No Discrimination	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2026**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
5 - PBA Activities and Employee Representation	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
6 - Grievance Procedure	9/18/25: No Proposal.  12/22/25: The State proposal removes language referencing mediation from Section 3(F) and removes subsection 3(G)(4)(b), updates an email address domain in subsection 3(G)(4)(a), and updates lettering references.	9/18/25: No Proposal.	12/22/25: The Federal Mediation and Conciliation Service referenced in this article only provides mediation service in matters of "last resort" and is not authorized to mediate following submission of a grievance to arbitration, but prior to the arbitration hearing as required by the provisions of this article. As a result, the State notified the Union of its intent to remove references to mediation from the Agreement on 9/24/25.  The Union provided no indication of agreement with the State's Proposal; therefore, no agreement was reached.

**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
7 - Discipline and Discharge	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
8 - Workforce Reduction	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
9 - Lateral Action, Reassignment, Transfer, Change in Duty Station	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
10 - Promotions	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

**Florida Police Benevolent Association (PBA)**  
**Security Services Unit - State Personnel System**  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
12 - Personnel Records	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
13 - Safety	<p>9/18/25: No Proposal.</p> <p>12/18/25: The State proposed revised language to Section 5 on 12/4/25. An additional revision at the request of the union was presented on 12/18/25 with the following language:</p> <p>SECTION 5 – Correctional Probation Officer Safety</p> <p>"Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: <u>no less than Level II body armor and bulletproof vest, a hand-held radio, or a cellular telephone.</u> An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry his department approved weapon while on duty. When carrying inside the probation and parole office the firearm shall, at all times, be concealed on the officer's person or secured in the official office lock-box immediately upon entering the probation and parole office."</p>	9/18/25: No Proposal.	<p>12/18/25:</p> <p>The State's proposal updates the article to reflect current practice. FDC no longer provides "bulletproof" vests or handheld radios to correctional probation officers. The agency provides Level II body armor and cellular telephones to these officers.</p> <p>The Union provided no indication of agreement with the State's Proposal; therefore, no agreement was reached.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
14 - Performance Evaluation	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
15 - Seniority	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
16 - Drug Testing	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
17 - Death-In-Line-Of-Duty Benefits	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leaves of Absence	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
19 - Replacement of Personal Property	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
20 - Training	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
21 - Compensation for Temporary Special Duty in a Higher-Level Position	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
22 - Job-Connected Disability	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.



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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Overtime (continued from above)	(continued from above)  <del>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."</del>  (B) <u>"Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:</u>  (1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:  (a) Regular compensatory leave credits.  (b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or		(continued from above)  ongoing administration of these provisions. Also clarifies that provisions regarding required substitution and compelled use emanate from paragraph (3) of Rule 60L-34.0044, F.A.C.  The Union provided no indication of agreement with the State's Proposal; therefore, no agreement was reached.
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Overtime (continued from above)	(continued from above)  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) " <u>Pay Provisions for Special Compensatory Leave Earned on or After November 1, 2015.</u>  (1) Special compensatory <u>holiday</u> leave credits earned, <del>as described in subsection (A)(1)</del> , on or after November 1, 2015, 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 <u>office closure</u>		
(continued below)	(continued below)		

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23 - Hours of Work/Overtime (continued from above)	(continued from above)  leave credits earned, <del>as described in subsection (A)(2)</del> , on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.  (3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, 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 Provisions for Special		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Overtime (continued from above)	(continued from above)  Compensatory Leave <u>Upon Separation or Transfer.</u>  (1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for <u>all the following unused special compensatory leave credits, regardless of when it was earned.:</u>  (a) <del>Special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055);</del>  (b) <del>Special compensatory leave credits earned from July 1, 2012, through October 31, 2014, that were restored to the Pre-7/2012 leave balance (Leave Type 0055);</del>  (c) <del>Special compensatory leave credits earned during the November 1, 2014 through October 31, 2015, "Pay As You Go" Pilot; and</del>  (d) <del>Special compensatory leave credits</del>		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Overtime (continued from above)	(continued from above)  <del>earned after November 1, 2015, that have not yet been paid pursuant to Section 5(C)(3) of this Article.</del>  (2) When the employee transfers to another Career Service collective bargaining unit within the agency, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.  (3) Such credits shall be paid at the employee's current regular rate of pay."		
24 - On-Call Assignment and Call-Back	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.







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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> .  SECTION 3 – Performance Pay  In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> , 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.  <u>SECTION 4 – Competitive Pay Adjustment</u>  <u>In accordance with Section 8 of the Governor’s Recommended General</u>		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  <u>Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee's June 30, 2026, base rate of pay shall be increased by two percent (2%). The competitive pay adjustment shall be made before any other adjustment(s).</u>  <u>SECTION 5 - Minimum Hourly Pay</u>  <u>In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, the Department of Corrections will increase the minimum base rate of pay to \$28 per hour for the Correctional Officers position classification (8003), after implementing the competitive pay adjustment provided in paragraph (1)(b).</u>  <u>SECTION 6 – Recruitment and Retention Pay</u>  <u>In accordance with Section 8 of the Governor's Recommended General</u>		
(continued below)	(continued below)		

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  <u>Appropriations Act for Fiscal Year 2026-2027, funds will be provided to the Department of Corrections to implement special pay adjustments to address recruitment and retention of operational staff and correctional officers employed in correctional facilities not listed in subparagraph (2)(e)1. and in accordance with an agency plan for these pay adjustments. The agency shall submit a plan for these recruitment and retention adjustments pursuant to Section 216.177(2), Florida Statutes. These recruitment and retention adjustments are in addition to the paragraph (1)(b) competitive pay adjustments.</u>		12/16/25: Both parties met to discuss this article, but no agreement was reached.
26 - Uniform and Insignia	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	9/18/25: No Proposal.  12/11/25: The State proposed the following language:  In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year <u>2026-2027</u> , the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year <u>2026-2027</u> .	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/11/25.  Although the Union tentatively agreed, Legislative resolution action is still required.
28 - Travel Expenses	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
29 - No Strike	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
30 - Vacant	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
31 - Management Rights	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
32 - Entire Agreement	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.

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33 - Savings Clause	9/18/25: No Proposal.  12/3/25: Status Quo.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/3/25.
34 - Duration	9/18/25: No Proposal.  12/16/25: The State presented a proposal on 12/3/25. A revised proposal was presented on 12/16/25 with a minor revision at the request of the Union. In addition to proposing a Successor Agreement with a duration of three years (2026 - 2029), the State included minor edits to bring uniformity to this article across the five bargaining agreements.	9/18/25: No Proposal.	12/16/25: Both parties met to discuss this article and the Union tentatively agreed to State's Proposal of 12/16/25.

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

It is the policy of the state and PBA to encourage informal discussions of complaints between management and employees as well as between supervisors and employees. Such discussions should be held with a view to reaching an understanding that 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 this Agreement.

(B) “Grievant” shall mean a security services employee or a group of security services employees having the same grievance. 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, F.S., holiday observed by the PBA 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 Department of Management Services 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), Florida Administrative Code (F.A.C.).

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

(A) If a grievant or the PBA has a grievance which may be processed under this Article

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

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

and which may also be appealed to PERC, the grievant or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the grievant or the PBA. 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 other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the grievant.

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

### **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including email), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

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

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

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

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. 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 to Arbitration shall not establish a precedent binding on either the PBA 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 the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, ~~mediation~~, or arbitration hearings 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 PBA. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

(G) 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) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause and requests the grievant to be made whole.

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

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

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the 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 designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 15 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

(b) The Agency Head or designated representative shall communicate a decision in writing to the grievant and the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the Agency Head fails to respond within the time limit, 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 PBA representative, or the grievant or grievant’s representative, if not represented by PBA, may appeal the grievance to arbitration as provided in Article 6, Section 3(G)(4), below, within 15 days after receipt of the Step 2 decision.

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

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may appeal the grievance 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, 32399-0950, or by email to: [Step3Grievances@dms.fl.gov](mailto:Step3Grievances@dms.fl.gov) within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1

**For the State**

**For PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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James T. Biardi Date  
Chapter President, Florida PBA

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Date

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Tammy Marcus Date  
Chapter President, Florida PBA

and 2, together with all written responses and documents in support of the 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.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The Department of Management Services shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

**(4) 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.fl.gov](mailto:arbitration.coordinator@dms.fl.gov) [arbitration.coordinator@dms.myflorida.com](mailto: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 PBA may appeal the grievance to arbitration within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 15 days following receipt of the decision at Step 3.

~~(b) Grievance Mediation~~

**For the State**

**For PBA**

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

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James T. Biardi  
Chapter President, Florida PBA      Date

\_\_\_\_\_  
Date

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Tammy Marcus  
Chapter President, Florida PBA      Date

~~1. 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. The Arbitration Coordinator will notify the parties and the arbitrator of the next arbitrator in rotation as provided in (4)(c), below. The arbitrator will then schedule a hearing date with the parties, with notice to the Arbitration Coordinator. 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.~~

~~2. If the mediation is unsuccessful in resolving the grievance, the PBA 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 PBA chooses to arbitrate the grievance, the parties will proceed to the scheduled arbitration, or to a rescheduled hearing if necessitated by the period needed to conduct the mediation. 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.~~

(b) ~~(e)~~ Arbitration Process

1. The arbitrator shall be one person from a panel of at least six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services will contract with panel members chosen by the parties for a term of two years or as otherwise agreed by the parties. The Department and PBA shall review panel membership no less than five months prior to the end of the panel members' contracts, indicate in writing which members, if any, are not to be continued, and propose new panel members if necessary. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA 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 PBA, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 30 days after being notified by the Arbitration Coordinator, the

**For the State**

**For PBA**

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

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James T. Biardi  
Chapter President, Florida PBA

Date

\_\_\_\_\_  
Date

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Tammy Marcus  
Chapter President, Florida PBA

Date

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 his/her 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. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.

2. 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.

3. The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. If the arbitrator initially selected is not available to schedule within the five months period, the parties may request that the Arbitration Coordinator provide them 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.

4. Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the arbitrator appointed under (4)(c), above, with notice to the Arbitration Coordinator, within 30 days of the filing of the Request for Arbitration, that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. If the appointed arbitrator can meet the

**For the State**

**For PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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James T. Biardi  
Chapter President, Florida PBA

Date

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Date

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Tammy Marcus  
Chapter President, Florida PBA

Date



i. 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.

ii. 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.

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

i. 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, shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

ii. If the Association 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 (b)(e)(3), above, whichever is later, and the rescheduled date.

6. 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. The arbitrator shall submit his fee and expense 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.

7. A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter, unless the other party orders a transcript, in which case the appearance fee shall be split between the parties. 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

**For the State**

**For PBA**

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

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James T. Biardi  
Chapter President, Florida PBA      Date

\_\_\_\_\_  
Date

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

the transcript and include the cost in his/her invoice for fees and expenses, to be paid in accordance with 6.6, above.

8. The PBA 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 PBA, 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 PBA 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 PBA.

(B) All grievances will be presented at Step 1, 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 employee 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(1)(A) of this

**For the State**

**For PBA**

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

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James T. Biardi  
Chapter President, Florida PBA      Date

\_\_\_\_\_  
Date

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

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 employee knew or should have known of the event giving rise to the grievance.

(3) The PBA 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 PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The PBA shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(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 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.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances to Step 3, unless the processing of such grievances is further limited by specific provisions of this Agreement.

#### **SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to expedited arbitration of a grievance.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitration shall be scheduled in accordance with the procedures described in section 3(G)(4)(b)(e), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below.

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

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Tammy Marcus  
Chapter President, Florida PBA      Date





health care employees working in that area.

(B) Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the rules and regulations of the agency regarding the handling and testing of such materials.

(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.

### **SECTION 5 – Correctional Probation Officer Safety**

Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: no less than Level II body armor and bulletproof vest, a hand-held radio, or a cellular telephone. An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry his department approved weapon while on duty. When carrying inside the probation and parole office the firearm shall, at all times, be concealed on the officer's person or secured in the official office lock-box immediately upon entering the probation and parole office.

### **SECTION 6 – Personal Weapons**

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

- (1) Only one handgun per vehicle/per lockbox.
- (2) The handgun must be stored in a lockbox that is designed to hold a handgun

**For the State**

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

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Date

**For PBA**

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James T. Biardi  
Chapter President, Florida PBA

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

and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

(5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.

(C) Only the ammunition necessary to load the handgun to capacity will be allowed in the lockbox. It is the officer’s choice whether the handgun is loaded or the ammunition is separate, but both must be in the lockbox and locked.

(D) At no time will the employee leave the vehicle unlocked while the handgun is in the vehicle and parked on state grounds.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
James T. Biardi  
Chapter President, Florida PBA

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Tammy Marcus  
Chapter President, Florida PBA

**Article 23**  
**HOURS OF WORK/OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

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

(1) At the Department of Corrections, normal hours of work for each full-time employee shall be as follows:

(a) 8-hour workdays for Correctional Probation Officers (all classes) employed by the Department of Corrections, Correctional Officers (all classes) assigned the Administrative Shift, Correctional Officers (all classes) assigned to Swing Shift, and Correctional Officers (all classes) assigned to Work Release Centers;

(b) 10-hour workdays for Correctional Officers (all classes) assigned to public or Department of Transportation work squads;

(c) 8.5-hour or 12-hour workdays for Correctional Officers (all classes) assigned to correctional institutions, hospitals, and annexes operated by the Florida Department of Corrections, The Agency for Persons with Disabilities, and The Department of Children and Families ~~Family Services~~;

(d) Absent a compelling need, a Department of Corrections employee shall not be required to work an extended workday of more than 16.5 continuous hours. Upon working an extended workday of greater than 12.5 hours, an employee shall be given a minimum of 7.5 hours between shifts before returning for his next shift (whether scheduled or unscheduled).

(2) The Department of Corrections has the authority to move any employee assigned to a shift described in (a)-(c) to any other shift described in (a)-(c) above. For a transition that exceeds 5 or more unit members, the Department will provide the Union with written notice prior to taking such action. Employee seniority and Department need will be the primary factors in determining individual employee schedules/days off. Department need is limited to situations where the Department has a need for a specialized knowledge or skill (K-9 Officer, Lock and Key,

**For the State**

**For PBA**

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

\_\_\_\_\_  
James T. Biardi  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

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



**SECTION 2 – Work Schedules, Vacation and Holiday Schedules**

(A) When the regular work schedule of an employee is changed, the employee’s normal work schedule, showing the 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 make a good faith effort to 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) At the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. However, there may be times when the needs of the agency will not permit such scheduling. In situations 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) At the Department of Corrections, Correctional probation officers (excluding community control officers) may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(E) During the term of this Agreement the Department of Corrections shall provide each month a list of institutions operating under Department of Corrections’ Procedure 208.069

**For the State**

**For PBA**

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

\_\_\_\_\_  
James T. Biardi  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

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Tammy Marcus  
Chapter President, Florida PBA



~~condition in accordance with Rule 60L-34.0071, F.A.C.~~

(B) Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:

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

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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

(C) Pay Provisions for Special Compensatory Leave Earned on or After November 1, 2015.

(1) Special compensatory holiday leave credits earned, ~~as described in subsection (A)(1),~~ on or after November 1, 2015, 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 office closure leave credits earned, ~~as described in subsection (A)(2),~~ on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, 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

**For the State**

**For PBA**

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

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James T. Biardi  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

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

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 Provisions for Special Compensatory Leave Upon Separation or Transfer.

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for all the following unused special compensatory leave credits, regardless of when it was earned:

~~(a) — Special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055);~~

~~(b) — Special compensatory leave credits earned from July 1, 2012, through October 31, 2014, that were restored to the Pre 7/2012 leave balance (Leave Type 0055);~~

~~(c) — Special compensatory leave credits earned during the November 1, 2014 through October 31, 2015, “Pay As You Go” Pilot; and~~

~~(d) — Special compensatory leave credits earned after November 1, 2015, that have not yet been paid pursuant to Section 5(C)(3) of this Article.~~

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

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

**SECTION 6 – Compulsory Disability Leave**

An agency may require an employee to use accrued leave to cover the period between the agency’s determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, F.A.C. If the medical examination confirms that the employee is able to perform assigned duties, any accrued leave required to be used by the employee prior to the results of the medical examination shall be changed to administrative leave. If the employee

**For the State**

**For PBA**

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

\_\_\_\_\_  
James T. Biardi  
Chapter President, Florida PBA

\_\_\_\_\_  
Date

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







## **Article 25**

### **Wages**

#### **Section 4- Competitive Pay Adjustment**

Effective July 1, 2026, all classes covered under this bargaining unit as outline in Appendix A, will receive an increase of \$8.00 per hour to their base pay. The starting base pay of all class codes shall be raised by \$8.00 per hour.

#### **Section 5- Retention Pay**

Employees with 3 or more but less than 10 years of service in the bargaining unit shall receive a \$2,000 increase to base pay. Employees with 10 or more years of service in the bargaining unit shall receive a \$3,500 increase to base pay. The service credit shall be based on service time in the bargaining unit as of June 30, 2025.

#### **Section 6 -Special Pay Additives**

- A) Effective January 1, 2027, all bargaining unit members that are assigned to Close Management Housing Unit and Death Row shall receive a Special Pay additive of 10 percent. Only those who have completed special housing training and who are regularly assigned (5 days a week).as listed on the security post chart shall receive the special pay additive.
  
- B) All members of the Search Offender to Ensure Compliance (SOTEC) teams shall receive a Special Pay additive of 10 percent. Only those who have completed SOTEC training and are actively on the SOTEC team roster shall be eligible.

For the State

For PBA

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Michael Mattimore  
State's Chief Labor Negotiator

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Jim Baiardi  
Chapter President, Florida PBA

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Date

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Date

**Section 7: Overtime:**

All members of the bargaining unit shall receive overtime pay including Correctional Officer Lieutenants, Correctional Officer Captains, Correctional Probation Supervisors, and Correctional Officer Senior Supervisors. No member of the bargaining unit shall work at any time without compensation.

For the State

For PBA

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Michael Mattimore  
State’s Chief Labor Negotiator

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Jim Baiardi  
Chapter President, Florida PBA

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Date

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Date

**There was  
Tentative Agreement  
Reached on the  
Insurance Proposal  
(Article 27).**

**However, Legislative Action  
is Required.**

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

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, the benefits and employee share of premiums for the State Employees Group Health Plans shall remain unchanged for Fiscal Year 2026-2027.

**For the State**



Michael Mattimore  
State’s Chief Labor Negotiator

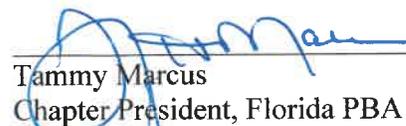
December 16, 2025  
Date

**For PBA**



James T. Biardi  
Chapter President, Florida PBA

12-16-25  
Date



Tammy Marcus  
Chapter President, Florida PBA

PBA - Security Services Collective Bargaining Unit (08) Fiscal Year 2026-27 Wage Proposals		
Union/Issue	Estimated Cost for FY 2026-27	Comments
<b>Section 4 - Competitive Pay Adjustment:</b> Provides all members of the bargaining unit an \$8.00 per hour pay increase to their base pay.	\$430 M	Calculated an \$8.00 per hour pay increase for all positions in CBU 08 that are transferred into LAS/PBS from People First weekly. The most recent data was for September 2025 and calculated the increase for an effective date of July 1, 2026. Increase was applied to 18,537 FTE. Amount includes retirement/FICA impacts.
<b>Section 5 - Retention Pay:</b> Provides all members of the bargaining unit an increase to the base rate of pay for Fiscal Year 2026-27 based on years of service; members with 3 years of service but less than 10 years shall receive a \$2,000 increase to their base rate of pay, and members with 10 or more years of service shall receive an increase of \$3,500 to the base rate of pay.	Indeterminate	
<b>Section 6(a) - Special Pay Additives:</b> Provides all members of the bargaining unit that are assigned to Close Management Housing Unit and Death Row a special pay additive of 10 percent. The additive will be applied once special housing training is completed and the members are regularly assigned as listed on the security post. This increase is effective January 1, 2027.	Indeterminate	
<b>Section 6(b) - Section Pay Additives:</b> Provides all members of the bargaining unit that are on the Search Offender to Ensure Compliance (SOTEC) teams a Special Pay additive of 10 percent that have completed the SOTEC training and are actively on the SOTEC team roster.	Indeterminate	
<b>Section 7 - Overtime:</b> Provides all members of the bargaining unit overtime pay including Correctional Officer Lieutenants, Correctional Officer Captains, Correctional Probation Supervisors, and Correctional Officer Senior Supervisor.	Indeterminate	





# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Mayfield, Alternating Chair  
Representative Fabricio, Alternating Chair

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

Tuesday, January 20, 2026  
8:00—9:00 a.m.  
*Pat Thomas Committee Room, 412 Knott Building*





# *Florida Police Benevolent Association, Inc.*

*The Voice of Florida's Law Enforcement Officers*

January 13, 2026

Senator Debbie Mayfield, Alternating Chair  
Representative Tom Fabricio, Alternating Chair  
Joint Select Committee on Collective Bargaining  
Governmental Oversight and Accountability Committee  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Re: **PBA Collective Bargaining Proposals for Law Enforcement Unit: Florida Highway Patrol**

Dear Senator Mayfield and Representative Fabricio,

Attached you will find the collective bargaining proposals being submitted by the Florida Police Benevolent Association, Inc., to Governor DeSantis and the Department of Management Services covering one bargaining unit being represented by the Florida PBA. The proposals are directed to the specific article and section of the contract sought to be modified by the Association.

Governor DeSantis and the PBA unit above are currently at impasse on seven issues in the bargaining unit: PBA Business, Safety, Seniority, Grooming, Equipment, Wages and Travel Expenses. There are two additional items, Grievance Procedure and Hours of Work, Leave and Job-Connected Disability that we do not believe are at impasse and are explained below.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

## **CONTACT PERSONS**

Information relating to the PBA proposal is available from two contact persons:

- (1) PBA FHP President William "Bill" Smith, [wsmith@flpba.org](mailto:wsmith@flpba.org)

## **MAJOR ISSUES**

### **Florida Highway Patrol**

The State of Florida and the Florida PBA conducted only one bargaining session with the Florida Highway Patrol unit. The State and the Florida PBA conducted a bargaining session on October 8, 2025, and presented all articles for review and consideration. At the conclusion of the Florida PBA's presentation, the Florida PBA inquired as to whether the State had any proposals for the Florida PBA. They stated that they did not have any proposals. The State did not respond to our proposals until the Florida PBA received responses to our proposals on December 3, 2025. In the email with responses was Article 18 – Hours of Work, Leave and Job-Connected Disability. The Florida PBA did not open Article 18, nor was any bargaining session conducted where the State has presented Article 18 as of this writing.

The State also did not present Article 6 – Grievance Procedure to the Florida PBA prior to the statutory deadline of December 10, 2025.

It is the position of the Florida PBA that Articles 6 and 18 were not timely nor properly presented prior to December 10, 2025, and therefore, are not permissible for this bargaining session.

### **Article 5 - PBA Business**

#### *Section 2*

*(D) Management shall not request or require any PBA Representative to discuss or divulge the content or nature of the conversation with a PBA member that is under investigation when that conversation.*

### **Safety – Article 13**

The Florida PBA has offered the following safety proposal during current collective bargaining negotiations:

On July 1, 2025, the PBA will be part of the Safety Committee to make recommendations to the State and/or appropriate agencies as follows:

*(G) Matters relating to safety which affect any and all members within the collective bargaining unit shall go before the safety committee.*

## **Article 15 – Seniority**

The Florida PBA has offered the following seniority proposal during current collective bargaining negotiations:

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

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

## **Article 17 – Grooming**

The Florida PBA has offered the following grooming proposal during current collective bargaining negotiations:

*(C) The face will be clean-shaven, except that if a mustache or beard is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip, if only a mustache is present.*

*(D) Tattoos may be visible on the arms but must be above the wrist. Any visible tattoo cannot be derogatory or offensive in nature and if deemed so by the Agency, it must be covered up when in uniform. No tattoos of any nature shall be allowed on the face, neck, hands or fingers.*

## **Article 23 – Equipment**

The Florida PBA has offered the following equipment proposal during current collective bargaining negotiations:

### ***SECTION 3 – Speed Measurement Devices***

*The DHSMV shall utilize speed measurement devices for a period not to exceed ten (10) years.*

## Article 25 – Wages

The Florida PBA has offered the following equipment proposal during current collective bargaining negotiations:

### ***SECTION 1 – General Pay Provisions***

*Pay shall be in accordance with the authority provided in the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.*

### ***SECTION 2 – Pay Additives***

*The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.*

### ***SECTION 3 – Performance Pay***

*In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027 ~~contingent upon the availability of funds and at the Agency Head's discretion~~, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.*

### ***SECTION 4 – Inflation Pay Adjustment***

*In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027, effective July 1, ~~2025~~ 2026, each eligible employee's June 30, ~~2025~~ 2026, base rate of pay shall be increased by ~~5.38~~ ten percent (10%) to address rising inflation for those with less than five (5) of service. For bargaining unit members with five (5) or more years of service, they shall receive a fifteen percent (15%) increase to base pay. The inflation pay adjustment shall be made before any other adjustments.*

### ***SECTION 5 – Other Pay Provisions***

*In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2024-2025~~ 2025-2026, effective July 1, ~~2024~~, the minimum annual base rate of pay for each eligible unit employee shall be ~~\$52,500~~ \$65,000 for the Rank of Trooper.*

#### ***Career Development Plan***

*The parties agree that the sum of thirty million dollars (\$30,000,000) shall be set aside for the purposes of developing a career development plan. This sum would*

further be subject to negotiations between the PBA, the Agency and DMS. This plan would be submitted to the LBC for approval before September 1<sup>st</sup>, 2026, to be implemented on October 1<sup>st</sup>, 2026.

#### **SECTION 6 – Housing Assistance Pay**

Each bargaining unit member shall be provided with \$5,000 per year (\$416.67 per month) to assist the bargaining unit members with either property tax, homeowner's insurance, etc.

#### **SECTION 7 – Specialty Unit Stipends**

The Department of Highway Safety and Motor Vehicles may grant special duties pay additives of ~~\$2,000~~ \$5,000 for law enforcement officers who perform additional duties as K-9 handlers, felony officers, criminal interdiction officers, criminal investigation and intelligence officers (BCII), Commercial Vehicle Enforcement Officers (CVE), Peer Counselors, 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, Reconstruction Teams and High Liability Instructors (Driving, Firearms, Defensive Tactics, Agency Inspector and First Aid). Bargaining unit members will be compensated for up to a maximum of two (2) pay additives from this section. Bargaining unit members must be active in the discipline they are receiving compensation for under this paragraph.

#### **SECTION 8 - Veteran's Compensation**

Any bargaining unit member who is a United States Veteran military veteran shall be compensated at two hundred dollars (\$200) per month. This amount shall be a stipend added to the bargaining unit member's monthly pay.

### **Article 28 - Travel Expenses**

The Florida PBA has offered the following travel expenses proposal during current collective bargaining negotiations:

*Section 3 - Any travel which is required due to a deployment shall automatically add a stipend to the bargaining unit member in addition to any statutory per diem allowance. The stipend shall follow the following schedule:*

*(A) In State Travel - \$45 per day*

*(B) Out of State Travel - \$65 per day*

President Smith will attend the public hearing on January 20, 2026, to help explain the detailed proposal and answer any questions the committee may have.

Respectfully,

A handwritten signature in blue ink, reading "Stephanie Dobson Webster". The signature is fluid and cursive, with the first name being the most prominent.

Stephanie Dobson Webster  
General Counsel

Encl(s)

Cc: Michael Mattimore, DMS Chief Negotiator  
William Smith, FHP Chapter President  
George Corwine, FL PBA Chief Negotiator

**Article 5**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

**SECTION 1 – Definitions**

(A) The term “employee”, as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Florida Police Benevolent Association (PBA).

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1 meetings on grievances that have been properly filed under Article 6 of this Agreement, where the PBA has been selected as the employee’s representative.

**SECTION 2 – Representation**

(A) The PBA shall furnish to the state and keep up-to-date a list of PBA authorized Staff Representatives. The state will not recognize a Staff Representative whose name does not appear on the list.

(B) The PBA shall select a reasonable number of PBA Grievance Representatives. The PBA shall furnish a list which includes the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Grievance Representative. The state will not recognize a Grievance Representative whose name does not appear on the list. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(C) Where PBA representation is not requested by the employee, the PBA shall be notified of and given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

**SECTION 3 – Representative Access**

The state agrees that recognized representatives of the PBA shall have access to the premises of the state that are available to the public. If an area of the state’s premises is restricted

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular work hours of the employee and shall be restricted to matters related to the application of this Agreement.

**SECTION 4 – Documents**

(A) The state shall provide the PBA with the following:

(1) When the DHSMV sends out information that affects an employee’s terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) The DHSMV shall furnish to the PBA a current copy of the agency’s rules, regulations, policies, and directives with statewide application that affect employees’ terms and conditions of employment covered by this Agreement that are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If the DHSMV publishes and timely maintains on DHSMV’s website documents referenced in this Section for use by employees, the documents on the website shall serve as the copies furnished to the PBA. However, this does not relieve the DHSMV of the duty to notify the PBA as changes and updates occur. Documents referenced in this section that are not published on the DHSMV’s website will be posted on the DHSMV web-based policy management system.

(3) The Department will post on its website or web-based policy management system, beginning not later than 60 days after ratification of this Agreement, any directive with statewide application that affects employees’ terms and conditions of employment. These directives will remain in effect until rescinded or incorporated into the FHP Policy Manual.

(B) The state shall provide each employee with the following:

- (1) Access to a copy of the applicable Rules of the State Personnel System;
- and
- (2) Access to a copy of department rules, regulations, policies, or directives with statewide application, that affect the employee’s salary, benefits, or terms and conditions

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

of employment. Employees will be notified of changes and updates as they occur.

(C) The PBA will request in writing the review by the Director of the Florida Highway Patrol, or their designee, of any written directive not posted on the Department's website or web-based policy management system that it believes has statewide application and affects employees' terms and conditions of employment to determine whether such directive should be posted. After review, the Director, or their designee, will respond to the PBA as to what action will be taken.

(D) Employees are responsible for knowing and complying with any department rules, regulations, policies, or directives with statewide application that affect the employee's salary, benefits, or terms and conditions of employment if published in accordance with this Section.

#### **SECTION 5 – Consultation**

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or designated representatives shall make a good faith effort to meet and consult on a quarterly basis with three PBA representatives. Meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated PBA Staff Representative, but not more often than once per quarter, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two PBA representatives from the DHSMV and the PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. In an attempt to alleviate scheduling constraints,

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

and to limit travel that may otherwise be required of participants, the parties agree to make reasonable efforts to utilize available telecommunication applications to conduct consultation meetings. If a consultation meeting is held or requires reasonable travel time during the regular work hours of any participant, such hours shall be deemed time worked. An employee's work time for this purpose shall not exceed eight hours for a consultation. Attendance at the consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities that affect employees, and no meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

#### **SECTION 6 – Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the state agrees to furnish at an academy in a DHSMV- controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA;
- (2) PBA meetings;
- (3) PBA elections;
- (4) Reports of PBA committees;
- (5) PBA benefit programs;

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

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Date

- (6) Current PBA Agreement;
- (7) Training and educational opportunities; and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the state, or its officers or employees; nor shall any posted material violate law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA’s authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) The DHSMV shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

**SECTION 7 – Employee Lists**

(A) Upon request of the PBA on no more than a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include employees’ names, home addresses, work locations, classification titles, and other data elements as identified by the PBA that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state’s policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data includes home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than PBA business.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

**SECTION 8 – Occupational Profiles and Rules Maintained**

The state will maintain on the Department of Management Services’ website the occupational profiles and the Rules of the State Personnel System.

**SECTION 9 – Negotiations**

(A) The PBA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the state and the PBA agree to meet elsewhere at a state facility or other location that involves no rental cost to the state. There shall be no negotiation by the PBA at other levels of state government.

(B) The PBA may designate up to four employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour-for-hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee’s regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one employee per Florida Highway Patrol region shall attend a single day session.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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Date

**SECTION 10 – Changes to Policies**

(A) The state shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining, provided that the PBA makes a request within 14 days of receipt of the policy. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the state shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

**SECTION 11 – Academy Access**

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time, and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than 60 minutes, unless a longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the DHSMV Agency Head or designee.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction. No other representative of an employee organization as defined in 447.203(11), Florida Statutes, is authorized to make a presentation during basic recruit class time.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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Date

**Article 5**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**  
**(The Remainder of this Article Shall be Status Quo)**

**SECTION 2 – Representation**

(A) The PBA shall furnish to the state and keep up-to-date a list of PBA authorized Staff Representatives. The state will not recognize a Staff Representative whose name does not appear on the list.

(B) The PBA shall select a reasonable number of PBA Grievance Representatives. The PBA shall furnish a list which includes the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Grievance Representative. The state will not recognize a Grievance Representative whose name does not appear on the list. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(C) Where PBA representation is not requested by the employee, the PBA shall be notified of and given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

(D) Management shall not request or require any PBA Representative or member to discuss or divulge the content or nature of the conversation with a with a PBA member that is under investigation.

**For the State of Florida**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date

**Article 13**  
**SAFETY**

**SECTION 1 – Vehicle Safety**

Vehicles used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Consultation**

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and minimum standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the state and the agency with regard to such standards including:

- (A) That all vehicles shall incorporate standard police packages, power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles shall have a locking gun rack;
- (D) Use of radios by uniformed personnel not assigned marked vehicles; and
- (E) Other safety standards for equipment and vehicles

Any purchases of equipment or services based on the Committee’s recommended minimum safety standards shall be consistent with Chapter 287, Florida Statutes, governing the

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

procurement of personal property and services, as well as with other relevant statutes, rules, and policies.

The recommendations of the Committee shall be submitted in writing to the Agency Head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written explanation for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

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**Article 13**  
**SAFETY**

SECTION 1 – Vehicle, Vessel and Equipment Safety

Vehicles, vessels and equipment used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state.

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 – Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the state and/or appropriate agencies with regard to:

- (A) That all vehicles shall incorporate standard police packages, power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack;
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles;

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

35 (F) Other matters relating to equipment, vehicle, and vessel purchases;  
36 improvements to existing vehicles and vessels to enhance safety, training and  
37 other matters relating to safety.

38  
39 (G) Matters relating to safety which affect any and all members within the  
40 collective bargaining unit shall go before the safety committee.

41  
42 The recommendations of the Committee shall be submitted in writing to the appropriate  
43 agency head who shall respond, in writing, with respect to each recommendation. Rejection  
44 of any recommendation shall include written justification for the rejection.

45  
46 The parties agree to execute a Memorandum of Understanding setting forth the composition  
47 and schedule for the Committee.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date

**Article 15**  
**SENIORITY**

**SECTION 1 – Definition**

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

**SECTION 2 – Seniority Application**

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

**SECTION 3 – Vacation and Holiday Leave**

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

**For the State**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Date

**For the PBA**

---

George J. Corwine  
Chief Labor Negotiator, Florida PBA

---

Date

**ARTICLE 15**  
**SENIORITY**

**SECTION 1 – Definition**

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

**SECTION 2 – Seniority Application**

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

**SECTION 3 – Vacation and Holiday Leave**

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

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 17**  
**GROOMING STANDARDS**

**SECTION 1 – Haircuts**

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner that permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean-shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

**SECTION 2 – Cosmetics and Jewelry**

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

**SECTION 3 – Permitted Variations**

Variations in the grooming standards described in this Article may be permitted by the DHSMV when it deems that such variations are required by an employee's current work assignment.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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**Article 17**  
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(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean-shaven, except that if a mustache or beard is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip, if only a mustache is present.

(D) Tattoos may be visible on the arms but must be above the wrist. Any visible tattoo cannot be derogatory or offensive in nature and if deemed so by the Agency, it must be covered up when in uniform. No tattoos of any nature shall be allowed on the face, neck, hands or fingers.

**SECTION 2 – Cosmetics and Jewelry**

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

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**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 23**  
**EQUIPMENT**

**SECTION 1 – New Vehicles**

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current state contract specifications for pursuit vehicles.

**SECTION 2 – High Visibility Lights**

The DHSMV shall utilize high visibility lights as dictated by agency needs.

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

**Article 23**  
**EQUIPMENT**

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Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current state contract specifications for pursuit vehicles.

**SECTION 2 – High Visibility Lights**

The DHSMV shall utilize high visibility lights as dictated by agency needs.

**SECTION 3 – Speed Measurement Devices**

The DHSMV shall utilize speed measurement devices for a period not to exceed ten (10) years.

**For the State of Florida**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, 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 4 – Combined Competitive Pay and Special Pay Adjustment**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee’s June 30, 2026, base rate of pay shall be increased by five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers. The competitive pay and special pay adjustment shall be made before any other adjustment(s).

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Sworn Officers Career Development Plan**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, from funds provided in the Specific Appropriation 2786, the Department of Highway Safety and Motor Vehicles is authorized to use up to \$11,576,190 for the purpose of increasing the minimum annual base rate of pay of employees of the Florida Highway Patrol related position classifications to implement the Sworn Officers Career Development Plan. The Department of Highway Safety and Motor Vehicles shall submit a plan for these adjustments pursuant to Section 216.177(2), Florida Statutes. These wage adjustments are in addition to the paragraph (1)(b) competitive pay adjustments and the paragraph (2)(a) special pay adjustments.

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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George J. Corwine  
Chief Labor Negotiator, Florida PBA

---

Date

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Date

**ARTICLE 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027 ~~contingent upon the availability of funds and at the Agency Head's discretion~~, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 4 – Inflation Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027, effective July 1, ~~2025~~ 2026, each eligible employee's June 30, ~~2025~~ 2026, base rate of pay shall be increased by ~~5.38~~ ten percent (10%) to address rising inflation for those with less than five (5) of service. For bargaining unit members with five (5) or more years of service, they shall receive a fifteen percent (15%) increase to base pay. The inflation pay adjustment shall be made before any other adjustments.

**SECTION 5 – Other Pay Provisions**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2024-2025~~

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

36 2025-2026, effective July 1, 2024, the minimum annual base rate of pay for each eligible unit  
37 employee shall be \$52,500-\$65,000 for the Rank of Trooper.

38  
39 Career Development Plan

40  
41 The parties agree that the sum of thirty million dollars (\$30,000,000) shall be set aside for the  
42 purposes of developing a career development plan. This sum would further be subject to  
43 negotiations between the PBA, the Agency and DMS. This plan would be submitted to the LBC  
44 for approval before September 1<sup>st</sup>, 2026, to be implemented on October 1<sup>st</sup>, 2026.  
45

46 **SECTION 6 – Housing Assistance Pay**

47  
48 Each bargaining unit member shall be provided with \$5,000 per year (\$416.67 per month) to assist  
49 the bargaining unit members with either property tax, homeowner’s insurance, etc.

50  
51 **SECTION 7 – Specialty Unit Stipends**

52 The Department of Highway Safety and Motor Vehicles may grant special duties pay additives of  
53 \$2,000 \$5,000 for law enforcement officers who perform additional duties as K-9 handlers, felony  
54 officers, criminal interdiction officers, criminal investigation and intelligence officers (BCII),  
55 Commercial Vehicle Enforcement Officers (CVE), Peer Counselors, new recruit background  
56 checks and training, and technical support officers, drug recognition experts, hazardous material  
57 squad members, compliance investigation squad members, motorcycle squad members, Quick  
58 Response Force Team, Honor Guard, or Florida Advanced Investigation, Reconstruction Teams  
59 and High Liability Instructors (Driving, Firearms, Defensive Tactics, Agency Inspector and First  
60 Aid). Bargaining unit members will be compensated for up to a maximum of two (2) pay additives  
61 from this section. Bargaining unit members must be active in the discipline they are receiving  
62 compensation for under this paragraph.

63  
64 **SECTION 8 - Veteran’s Compensation**

65  
66 Any bargaining unit member who is a United States Veteran military veteran shall be compensated  
67 at two hundred dollars (\$200) per month. This amount shall be a stipend added to the bargaining  
68 unit member’s monthly pay.

**For the State**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 28**  
**TRAVEL EXPENSES**

**SECTION 1 – Payment of Travel Vouchers**

Travel expenses shall be paid for authorized travel on state business in the manner and amounts as provided in section 112.061, F.S. The state will make a good faith effort to pay travel vouchers within 30 days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the person or office designated by the agency to receive such vouchers.

**SECTION 2 – Emergency Travel**

(A) When an emergency, such as a hurricane, arises that requires the agency to temporarily assign employees with less than 48 hours' notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than 48 hours' notice, the state agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

**SECTION 3 – Mileage Allowance**

The state agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately owned vehicles for official travel at the rate provided in section 112.061(7)(d)1., F.S.

**For the State**

**For the PBA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
Chief Labor Negotiator, Florida PBA

---

Date

---

Date

**Article 28**  
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(B) When an emergency arises requiring temporary personnel assignment with less than 48 hours’ notice, the state agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

**SECTION 3 –Travel**

Any travel which is required due to a deployment shall automatically add a stipend to the bargaining unit member in addition to any statutory per diem allowance. The stipend shall follow the following schedule:

(A) In State Travel - \$45 per day

(B) Out of State Travel - \$65 per day

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

38 **SECTION 34 – Mileage Allowance**

39

40 The state agrees to seek continued funding to provide for the payment of a mileage allowance for  
41 the use of privately owned vehicles for official travel at the rate provided in section  
42 112.061(7)(d)1., F.S.

**For the State of Florida**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For PBA**

---

George J. Corwine  
PBA's Chief Labor Negotiator

---

Date





# *Florida Police Benevolent Association, Inc.*

*The Voice of Florida's Law Enforcement Officers*

January 13, 2026

Senator Debbie Mayfield, Alternating Chair  
Representative Tom Fabricio, Alternating Chair  
Joint Select Committee on Collective Bargaining  
Governmental Oversight and Accountability Committee  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Re: **PBA Collective Bargaining Proposals for Law Enforcement Unit: Law Enforcement Unit**

Dear Senator Mayfield and Representative Fabricio,

Attached you will find the collective bargaining proposals being submitted by the Florida Police Benevolent Association, Inc., to Governor DeSantis and the Department of Management Services covering one bargaining unit being represented by the Florida PBA. The proposals are directed to the specific article and section of the contract sought to be modified by the Association.

Governor DeSantis and the PBA unit above are currently at impasse on three issues in the bargaining unit: Safety, Performance Review and Wages. There are two additional items, Grievance Procedure and Hours of Work, Leave and Job-Connected Disability that we do not believe are at impasse and are explained below.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

## **CONTACT PERSONS**

Information relating to the PBA proposal is available from two contact persons:

(1) PBA SLEO President Terrynce Bing , [terrynce@flpba.org](mailto:terrynce@flpba.org)

## **MAJOR ISSUES**

The State of Florida and the Florida PBA conducted only one bargaining session with the State Law Enforcement Officers Unit. The State and the Florida PBA conducted a bargaining session on October 8, 2025, and presented all articles for review and consideration. At the conclusion of the Florida PBA's presentation, the Florida PBA inquired as to whether the State had any proposals for the Florida PBA. They stated that they did not have any proposals. The State did not respond to our proposals until the Florida PBA received responses to our proposals on December 3, 2025. In the email with responses was Article 18 – Hours of Work, Leave and Job-Connected Disability. The Florida PBA did not open Article 18, nor was any bargaining session conducted where the State has presented Article 18 as of this writing.

### **Article 13 – Safety**

The Florida PBA has offered the following safety proposal during current collective bargaining negotiations:

*Vehicles and vessels used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state and be equipped with all required safety equipment as outlined Florida Statute.*

*Vehicles and vessels must be regularly maintained by the agency to ensure safe operation, effective usage and longevity. For vehicles, this includes routine checks of the engine, brakes, tires, lights, and other critical components to ensure reliability during normal operation and emergency response. For vessels, this includes ensuring the motor, controls, and steering systems are functioning properly.*

### **Article 14 – Performance Evaluations**

The Florida PBA has offered the following performance evaluations proposal during current collective bargaining negotiations:

*(D) Numerical arrest, citation, or violation quotas, to include the quantity of cases presented to the State Attorney's Office, will not be used as a factor in evaluating employees' performance, as provided in section 316.640(8)(b), F.S.*

### **Article 25 – Wages**

President Bing will attend the public hearing on January 20, 2026, to help explain the detailed proposal and answer any questions the committee may have.

Respectfully,

A handwritten signature in blue ink, reading "Stephanie Dobson Webster". The signature is fluid and cursive, with the first name being the most prominent.

Stephanie Dobson Webster  
General Counsel

Encl(s)

Cc: Michael Mattimore, DMS Chief Negotiator  
Terrynce Bing, FHP Chapter President  
George Corwine, FL PBA Chief Negotiator

**Article 13**  
**SAFETY**

**SECTION 1 – Vehicle and Vessel Safety**

Vehicles and vessels used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Consultation**

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the state and/or appropriate agencies with regard to:

- (A) That all vehicles shall incorporate standard police packages, power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack;
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety, training, and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate Agency Head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the PBA**

---

George J. Corwine  
Chief Labor Negotiator, Florida PBA

---

Date

**Article 13**  
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- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and
- (F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety, training, and other matters relating to safety.

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

41  
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43 shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall  
44 include written justification for the rejection.  
45  
46 The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule  
47 for the Committee.

**For the State of Florida**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For PBA**

---

George J. Corwine  
PBA's Chief Labor Negotiator

---

Date

**Article 14**  
**PERFORMANCE REVIEW**

**SECTION 1 – Performance Reviews**

(A) Performance reviews of employees shall be conducted in accordance with Rule 60L-35, F.A.C., Performance Evaluation System.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by an agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(D) Numerical arrest, citation, or violation quotas will not be used as a factor in evaluating employees' performance, as provided in section 316.640(8)(b), F.S.

(E) The provisions of this article are not grievable under Article 6 of this Agreement except as follows:

(1) If the performance evaluation of an employee who has obtained permanent status in his current position serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 – Agency Performance Reviews**

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

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

**SECTION 3 – Recruit Evaluation**

Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their supervisor.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

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**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

41 **SECTION 3 – Recruit Evaluation**

42  
43 Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the  
44 evaluation shall be forwarded to their supervisor.

**For the State of Florida**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, 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 4 – Combined Competitive Pay and Special Pay Adjustment**

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee’s June 30, 2026, base rate of pay shall be increased by five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment for State Law Enforcement Officers.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Labor Negotiator, Florida PBA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year ~~2025-2026~~ 2026-2027 General Appropriations Act.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027 ~~contingent upon the availability of funds and at the Agency Head’s discretion~~, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027, effective July 1, ~~2025~~ 2026, each eligible employee’s June 30, ~~2025~~ 2026, base rate of pay shall be increased by ~~5.38 percent~~ \$7,000 per bargaining unit member to address rising inflation. The inflation pay adjustment shall be made before any other adjustments.

**SECTION 5 – Other Pay Provisions**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027 General, effective July 1, ~~2025~~, the minimum annual base rate of pay for each eligible unit employee shall be ~~\$60,000~~ \$67,000.

**For the State of Florida**

**For PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

37 **SECTION 6 – Specialty Unit Pay**

38  
39 Any bargaining unit member who is assigned to a specialty unit or team shall have a ten percent  
40 (10%) pay additive added to their base salary while assigned to that unit or team.  
41

42  
43 **SECTION 7 - Veteran’s Compensation**

44  
45 Any bargaining unit member who is a United States Veteran military veteran shall be compensated  
46 at two hundred dollars (\$200) per month. This amount shall be a stipend added to the bargaining  
47 unit member’s monthly pay.

**For the State of Florida**

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

\_\_\_\_\_  
Date

**For PBA**

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

\_\_\_\_\_  
Date





# *Florida Police Benevolent Association, Inc.*

*The Voice of Florida's Law Enforcement Officers*

January 13, 2026

Senator Debbie Mayfield, Alternating Chair  
Representative Tom Fabricio, Alternating Chair  
Joint Select Committee on Collective Bargaining  
Governmental Oversight and Accountability Committee  
404 South Monroe Street  
Tallahassee, FL 32399-1100

Re: **PBA Collective Bargaining Proposals for Law Enforcement Unit: Security Services Unit**

Dear Senator Mayfield and Representative Fabricio,

While the State has raised multiple issues during negotiations, the Florida PBA has raised only one issue at impasse: Article 25 – Wages. Wages are not only the PBA's highest priority, but the most urgent and critical issue impacting this bargaining unit.

Over the past year, staffing shortages throughout Florida's correctional and community supervision systems have continued to worsen. Vacancy rates, turnover, and attrition among rank-and-file employees covered by this bargaining unit are among the highest of any law enforcement group in the State of Florida. These shortages directly affect institutional safety, community supervision, officer wellness, morale, and the safety of both staff and inmates.

The primary and undeniable cause of this crisis is non-competitive compensation. Florida's state correctional officers, probation officers, and ISS officers fall significantly behind other law enforcement and correctional professionals—not only when compared to county agencies within Florida, but also when compared nationally. Without immediate and meaningful wage reform, the State will continue to lose trained, experienced officers at an unsustainable rate.

The PBA's proposals under Article 25 are narrowly tailored, fiscally responsible, and focused entirely on recruitment, retention, and safety. The following outlines the specific sections of Article 25 that remain unresolved:

## **Article 25 – WAGES**

The PBA's proposals under Article 25 are narrowly tailored, fiscally responsible, and focused entirely on recruitment, retention, and safety. The following outlines the specific sections of Article 25 that remain unresolved:

### ***Article 25, Section 4 – Competitive Pay Adjustment***

The PBA proposes that effective July 1, all class codes covered under this bargaining unit receive an eight-dollar (\$8.00) per hour increase to their base pay. Additionally, the starting base pay for all covered class codes shall also be increased by eight dollars (\$8.00) per hour.

This adjustment is essential to bringing Florida's correctional and probation professionals closer to parity with comparable law enforcement agencies and to addressing the recruitment crisis that continues to plague the system.

### ***Article 25, Section 5 – Retention Pay***

The PBA proposes the establishment of retention pay to reward experience and reduce the loss of seasoned officers.

- Employees with three (3) or more years of service but less than ten (10) years shall receive a \$2,000 increase to base pay.
- Employees with ten (10) or more years of service shall receive a \$3,500 increase to base pay.

Service credit shall be based on time served in this bargaining unit as of June 30, 2025.

The PBA firmly believes that retention pay will significantly improve workforce stability, enhance safety for both staff and inmates, and prevent the loss of veteran probation officers who are otherwise leaving the state or retiring earlier than planned.

### ***Article 25, Section 6 – Special Pay Additives***

The PBA proposes the following specialty pay provisions:

1. Close Management Housing Units and Death Row
  - Effective January 1, 2027, bargaining unit members assigned to Close Management Housing Units or Death Row shall receive a 10% specialty pay additive.

- Eligibility shall be limited to employees who have completed required special housing training and who are regularly assigned five (5) days per week.
- These assignments involve managing the most dangerous and disruptive inmates and expose staff to extreme stress and risk.

## 2. Specialized Enforcement Teams (SOTEC / Compliance Teams)

- All bargaining unit members assigned to the Specialized Offender Tracking and Enforcement Compliance (SOTEC) teams shall receive a 10% pay additive.
- These probation officers routinely conduct field operations, searches, and law enforcement assistance, are armed, and are frequently placed in high-risk and volatile situations, including encounters with violent offenders and street gangs.

### *Article 25, Section 7 – Overtime Compensation*

The PBA considers this issue one of the most serious unresolved matters in bargaining.

Certain bargaining unit members – including Correctional Officer Lieutenants, Captains, Probation Supervisors, and Senior Supervisors – do not receive overtime pay. They are among the very few law enforcement professionals in Florida who are denied overtime compensation.

Instead, these employees receive compensatory time, which is capped by rule. Once the cap is reached – which occurs frequently – these members are still required to work additional hours and are effectively working without compensation. They receive no overtime pay, no straight time, and no additional remuneration of any kind.

The PBA strongly believes that no law enforcement or public safety professional should be required to work in dangerous, demanding conditions, risk their lives, and receive no compensation for their service. This practice undermines morale, fairness, and basic principles of public service employment.

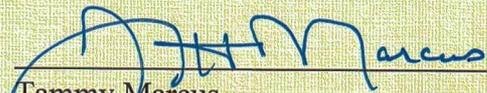
For these reasons, and after exhaustive good-faith bargaining, the Florida PBA declares an impasse on Article 25 – Wages. The PBA remains committed to reaching a fair and equitable resolution that recognizes the value, risk, and professionalism of the men and women who serve in Florida's correctional and probation systems.

State Corrections President James Baiardi will attend the public hearing on January 20, 2026, to help explain the detailed proposal and answer any questions the committee may have.

Respectfully,



James Baiardi  
President  
State Correctional Officers Chapter



Tammy Marcus  
President  
Correctional Probation Officers Chapter

## **Article 25**

### **Wages**

#### **Section 4- Competitive Pay Adjustment**

Effective July 1, 2026, all classes covered under this bargaining unit as outline in Appendix A, will receive an increase of \$8.00 per hour to their base pay. The starting base pay of all class codes shall be raised by \$8.00 per hour.

#### **Section 5- Retention Pay**

Employees with 3 or more but less than 10 years of service in the bargaining unit shall receive a \$2,000 increase to base pay. Employees with 10 or more years of service in the bargaining unit shall receive a \$3,500 increase to base pay. The service credit shall be based on service time in the bargaining unit as of June 30, 2025.

#### **Section 6 -Special Pay Additives**

- A) Effective January 1, 2027, all bargaining unit members that are assigned to Close *Management Housing Unit and Death Row* shall receive a *Special Pay additive of 10 percent*. Only those who have completed special housing training and who are regularly assigned (5 days a week).as listed on the security post chart shall receive the special pay additive.
  
- B) All members of the Search Offender to Ensure Compliance (SOTEC) teams shall receive a *Special Pay additive of 10 percent*. Only those who have completed SOTEC training and are actively on the SOTEC team roster shall be eligible.

For the State

For PBA

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Michael Mattimore  
State's Chief Labor Negotiator

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Jim Baiardi  
Chapter President, Florida PBA

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Date

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Date

**Section 7: Overtime:**

All members of the bargaining unit shall receive overtime pay including Correctional Officer Lieutenants, Correctional Officer Captains, Correctional Probation Supervisors, and Correctional Officer Senior Supervisors. No member of the bargaining unit shall work at any time without compensation.

For the State

For PBA

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Michael Mattimore  
State's Chief Labor Negotiator

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Jim Baiardi  
Chapter President, Florida PBA

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Date

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Date



**STATE OF FLORIDA  
BEFORE THE JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

**In re: Florida State Lodge Fraternal Order of Police;  
Florida Department of Law Enforcement Special Agent Bargaining Unit**

**FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE  
WRITTEN SUMMARY OF ISSUES AT IMPASSE**

**Preliminary Statement**

The Florida State Lodge Fraternal Order of Police (“FOP”) is honored to represent the Special Agents of the Florida Department of Law Enforcement (“FDLE”). FDLE Special Agents conduct independent investigations and coordinate multi-jurisdictional and major impact criminal investigations with local, state, and federal authorities within FDLE’s major focus areas: violent crime, economic crime, drug crime, public integrity, computer crime and domestic security/counterterrorism. Additionally, the FDLE investigates officer-involved shootings and in-custody incidents resulting in serious injury or death. Lastly, the Agents of the FDLE are responsible for the executive protection of the Governor and his family.

The FOP and the State Department of Management are at impasse on five issues: 1) Article 13 – Safety; 2) Article 23 – Workday, Workweek and Overtime; 3) Article 24 – On Call, Call Back and Court Appearances; 4) Article 25 – Wages (Section 2); and, 5) Article 26 – Equipment and Service Awards. As this Committee serves a similar role as that of a special master, the FOP will proceed using the factors a special magistrate would use under § 447.405, Fla. Stat.

**1. Safety**

The last proposal is attached hereto, which bargains for an amendment to Article 13 – “Safety,” specifically Section 3, the safety committee.

Currently, Article 13 § 3 provides that a Safety Committee is formed at the discretion of the Agency should the Union make a request. However, the FOP proposes that the Safety Committee’s formation be mandatory. A mandatory Safety Committee allows both parties the opportunity to discuss safety concerns within the agency that would in turn increase communication, morale and transparency.

Even with a mandatory safety committee, the recommendations would be in line with Florida Law, are advisory only and do not infringe upon management rights. All final authority remains with the agency. Overall, the FOP’s proposed amendments would enhance labor-management collaboration.

**2. Hours of Work**

The last proposal is attached hereto, which bargains for an amendment to Article 23 – “Workday, Workweek and Overtime.” The amendment proposes a normal work period for unit members of a 40 hour/7-day work period.

As background, the FLSA generally provides that all covered nonexempt employees are entitled to overtime pay of at least 1.5 times their regular rate for all hours worked over 40 in a workweek. The FLSA regulations define “workweek” as any fixed and regularly occurring period of 168 hours or 7 consecutive 24-hour periods. Section 7(k), however, provides that overtime pay

for covered public law enforcement employees is calculated on a work period basis, rather than the typical 40-hour workweek. This is in part because of the “tour of duty” concept which is unique to law enforcement employees. Under Section 7(k), a work period is an established and regularly recurring period of work that is at least 7 but not more than 28 consecutive days.

Employees subject to the Section 7(k) exemption are still entitled to at least 1.5 times their regular rate of pay for each hour of overtime worked. However, for a work period of 28 days, no overtime compensation is required under Section 7(k) until law enforcement employees exceed 171 hours worked. For work periods of at least 7 but fewer than 28 days, the maximum hours standard reduces on a pro rata basis (i.e., 7 days/43 hours; 14 days/86 hours; 21 days/128 hours; 28 days/171 hours).

FDLE management has adhered to the 28 day/171-hour maximum hour standard, which has had the practical effect of “front loading” the number of hours a unit member will work in a month. Once a unit member approaches 171 hours of work before the end of the 28-day period, management will force the member to take time off (“flex-time”). The time away from work, however, tends to be unrewarding as it is not planned. The effects of mandatory overtime are well documented: increased risk for accidents and injuries; greater chronic fatigue, stress, and related diseases; reduced parenting and family time; and diminished quality of goods and services – a serious public concern especially in providing law enforcement services.

The FOP’s proposal in reducing the work period to a 7-day cycle, would force management to more closely track personnel time at work, and relieve unit members from the personal and career stresses of persistent forced overtime.

Similar sized agencies which have a 40-hour work period for their law enforcement employees include the Hollywood Police Department, Hialeah Police Department, Davie Police Department, Tallahassee Police Department, and the West Palm Beach Police Department. Similar sized agencies which have an 80-hour work period for their law enforcement personnel include the Coral Springs Police Department and the Marion County Sheriff’s Office. State law enforcement agencies that have less than a 28-day work period include the Florida Fish and Wildlife Conservation Commission, which has an 80-hour work period and the Florida Highway Patrol, which has a 14 day/80-hour work period.

The FOP has not identified a local law enforcement agency in Florida with a 171-hour work period.

### **3. On Call, Call Back and Court Appearances**

The last proposal is attached hereto, which bargains for an amendment to Article 24 – “On Call, Call Back and Court Appearances.” The FOP proposes the following changes to Section 1:

- Increase to the current on-call additive – the FOP proposes that the current on-call additive of one dollar (\$1.00) for employees required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C., be increased to one dollar and fifty cents (\$1.50).

FDLE agents do not work a traditional schedule like the employees of other agencies and municipalities. Other agencies and municipalities typically rotate on-call employees while FDLE agents are regularly on-call. Given that, and because there has been no change in this provision since it was placed in the collective bargaining agreement years ago, the unit is asking for a small increase of fifty cents (.50).

#### **4. Wages**

The last proposal is attached hereto, which bargains for an amendment to Article 25 – “Wages,” specifically Section 2, “Pay Additives.” The pay additives the FOP listed are already authorized, however, no process currently exists that guarantees the agents receive the pay additives. Accordingly, the FOP proposes language that would establish a process within FDLE’s guidelines guaranteeing the pay additives are given to those meeting the proper standards.

FDLE Special Agents are responsible for significant investigative operations, yet are paid less than first year patrol officers at many local agencies of comparable size. The applicable pay additives provide a limited but meaningful supplement to the agents’ compensation and are relied upon by many as part of their regular earnings. Accordingly, it is appropriate that these additives be provided through a standardized process.

#### **5. Equipment**

The last proposal is attached hereto, which bargains for an amendment to Article 26 – “Equipment and Service Awards.” The FOP proposes the following changes to Section 2, the current clothing allowance provision of the Special Agent collective bargaining agreement:

- Increase to the Clothing Allowance – the FOP proposes that the clothing allowance provided to members be increased from the current \$500 annually, to \$900 annually.

As the FDLE itself has explained in prior budget year narratives, the agency must recruit investigators with advanced investigative expertise and must have at least four years of sworn law enforcement experience or a bachelor’s or advanced degree from an accredited college or university with a major in criminology/criminal justice, accounting, finance, computer science or related fields. Agents interact on a regular basis with members of the judiciary, the Florida Bar, elected officials, and a myriad of other professionals. It is incumbent for FDLE agents to not only act professionally, but dress professionally as well. Business attire is required in most circumstances, and such attire is not issued by the agency. Considering that such attire is required for many of their duties, and that the cost of business attire has risen significantly since this provision was placed in the collective bargaining agreement years ago, the unit is asking for a small increase from \$500 to \$900 annually.

Respectfully Submitted,

Rose D. Szikszay, Esq.  
Assistant General Counsel,  
Florida State Lodge, Fraternal Order of Police

## ARTICLE 13 SAFETY

### SECTION 1 – Vehicle Safety

Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the state.

### SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six months, at no cost to the employee. Such training shall be for the purpose of familiarization in the use of firearms.

### SECTION 3 – Safety Committee

~~At the request of the Union, the Agency may form a Safety Committee.~~ **The parties agree to form a Safety Committee.** The Committee will be comprised of an equal number of Union and FDLE representatives. The Committee ~~may~~ **shall** meet at the request of the Union or FDLE, but not more than quarterly. The Committee ~~may~~ **shall** recommend to the Commissioner minimum safety standards for equipment and vehicles. Purchases of equipment or services based on the Committee’s recommendations are to be consistent with Chapter 287, Florida Statutes, governing the procurement of goods and services, as well as with other relevant statutes, rules, and policies.

~~If a~~ **When a** Committee meeting is held or requires reasonable travel time **(unless Virtual meeting is agreed by all parties)** during the regular work hours of a Union representative, such hours shall be deemed time worked. A Union representative’s time worked for the purpose of participation in a meeting shall not exceed a total of eight hours per meeting. Attendance at a Committee meeting outside of a representative’s regular work hours shall not be deemed time worked. A Union representative’s attendance shall not unduly hamper the operations of the representative’s work unit.

**Any purchases of equipment or services based on the Committee’s recommended minimum safety standards shall be consistent with Chapter 287, Florida Statutes, governing the**

For the State

For FOP

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

procurement of personal property and services, as well as with other relevant statutes, rules, and policies.

The recommendations of the Committee shall be submitted in writing to the Agency Head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written explanation for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

For the State

For FOP

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Michael Mattimore  
State's Chief Labor Negotiator

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Ned Golden  
State Labor Representative

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Date

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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 a 40 hour/7-day extended work period as provided by Rule 60L-34.003 F.A.C., time worked after 40 hours in a permanent regular 7-day work schedule shall be paid as overtime.**

(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

For the State

For FOP

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

SECTION 2 – Workday

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

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

SECTION 3 – Rest Periods

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

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

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 5 – Special Compensatory Leave

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

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Michael Mattimore  
State's Chief Labor Negotiator

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Ned Golden  
Staff Representative

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Date

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Date

**ARTICLE 24**  
**ON-CALL, CALL-BACK and COURT APPEARANCES**

**SECTION 1 – On-Call**

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code. Based on the availability of funds, an employee who is required to be on-call shall be paid an on-call additive in an amount of ~~one dollar (\$1.00)~~ **one dollar and fifty cents (\$1.50)** per hour for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L32.0012(2)(b), F.A.C.

**SECTION 2 – Call-Back**

An employee called out to work at a time not contiguous with the employee’s scheduled hours of work shall be credited for actual time worked or a minimum of four hours, whichever is greater.

**SECTION 3 – Court Appearances**

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

For the State

For FOP

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 25**  
**WAGES (SECTION 2)**

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2025-2026~~ 2026-2027.

Per Section 60L-32.0012, Florida Administrative Code (F.A.C.), Pay Additives and Section 110.2035, F.S., Classification and compensation program.

The department shall establish rules for the administration of pay additives and shall delegate to the employing agencies, if appropriate, the authority to implement pay additives.

The agency (FDLE) shall use pay additives, as appropriate, within the guidelines established by the department and consistent with directions contained in the General Appropriations Act. The FDLE Commissioner or designee, shall create an equitable and transparent process that will guarantee pay additives are given to those members meeting pay additive standards. A list shall be made available upon request by the bargaining unit, no more than twice per calendar year.

The following pay additives are authorized:

1. Shift differentials.
2. On call.
3. Hazardous duties.
4. Lead-worker duties.
5. Temporary special duties — general.
6. Temporary special duties — absent coworker.
7. Trainer duties.
8. Competitive area differentials.
9. Critical market pay.

For the State

For FOP

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Michael Mattimore  
State's Chief Labor Negotiator

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Ned Golden  
State Labor Representative

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Date

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Date

For the State

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

For FOP

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Ned Golden  
State Labor Representative

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Date

**ARTICLE 26  
EQUIPMENT AND SERVICE AWARDS**

**SECTION 1 – Accessories and Equipment**

Accessories and equipment will include the following minimum requirements:

- (A) A service weapon gun belt, holster and accessories as appropriate for the employees.
- (B) Spare ammunition, and an appropriate case.
- (C) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (D) The agency shall provide bulletproof vests to employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.
- (F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current state contract specifications for unmarked law enforcement vehicles.

**SECTION 2 – Clothing Allowance**

Employees shall receive a clothing allowance in the amount of ~~\$500.00~~ \$900.00 annually.

**SECTION 3 – Award**

When an employee retires in good standing under any provision of the Florida Retirement System, including medical disability retirement, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification

For the State

For FOP

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

\_\_\_\_\_  
Ned Golden  
State Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

card clearly marked “RETIRED” as provided in section 112.193, F.S., if one of the following conditions is met:

- (A) The employee has 10 or more years of service as a sworn law enforcement officer for the State of Florida, including a minimum of 5 years of service in law enforcement at the agency; or
- (B) After having completed the required probationary period, the employee separates from service at the agency due to a service-connected disability.

**SECTION 4 – Award Program**

The state agrees to promote a program of recognition awards for employees that shall include:

- (A) Upon promotion, a framed certificate certifying the promotion.
- (B) Awards for bravery and outstanding service.
- (C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing 15, 20 and 25 years of service.
- (D) Upon normal retirement, an identification card and badge.

For the State

For FOP

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Michael Mattimore  
State’s Chief Labor Negotiator

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Ned Golden  
State Labor Representative

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Date

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Date



LAW OFFICES  
**MIERZWA & FLOYD, P.A.**

3900 WOODLAKE BOULEVARD  
SUITE 212  
LAKE WORTH, FLORIDA 33463

TELEPHONE: (561) 966-1200  
FACSIMILE: (561) 966-1231



January 12, 2025

VIA ELECTRONIC MAIL ONLY

The Honorable Ben Albritton, President  
Florida Senate  
409 The Capitol

The Honorable Daniel Perez, Speaker  
Florida House of Representative  
420 The Capitol

Re: Collective Bargaining Impasse  
Florida State Fire Service Association  
Fire Service Unit  
Fiscal Year 2026-2027

Dear President Albritton and Speaker Perez:

This firm represents Local S-20, Florida State Fire Service Association, International Association of Fire Fighters (FSFSA). As you have been informed, there exists an impasse between the Governor and the FSFSA. In accordance with Section 447.403(5), Florida Statutes, the FSFSA hereby notifies you of the unresolved issues at impasse.

Impasse has been reached on the following articles:

Article 11 – Classification Review;  
Article 23 – Hours of Work;  
Article 24 – On-Call Assignment, Call-Back and Residency;  
Article 25 – Wages;  
Article 26 – Uniforms, Equipment & Awards; and  
Article 29 – Health and Welfare.

Below you will find a brief explanation of the FSFSA's position on each of the unresolved issues. Attached you will find a statement from the FSFSA (Exhibit 1), the FSFSA's proposals on each of the articles enumerated above (Exhibits 2 – 7), and two supporting documents: Exhibit 8 – the research article cited by the FSFSA in its attached statement (Exhibit 1) and Exhibit 9 a letter of confirmation from Bryan Croft, former Fire Chief & Emergency Services Director for DCF/Florida State Hospital.

The FSFSA represents almost 600 firefighters employed by the State in a wide variety of positions. Many are most familiar with the Rangers in the Florida Forest Service that provide wildland fire protection, but we also represent firefighters employed by the Department of Financial Services, firefighters at the Agency for Health Care Administration, firefighters from the Department of Military Affairs, and firefighters that also provide emergency medical services for the Department of Children and Families at Florida State Hospital and its surrounding areas in Gadsden County. It has been many years since the bargaining unit represented by the FSFSA ratified a collective bargaining agreement. It is our sincere hope that this will be the year that changes.

While there are six articles at impasse, there are four issues we seek to address: scope of work, hours of work, pay for work performed, and safety/health. The proposals advanced by the FSFSA ensure that firefighters perform functions within the occupational profile of their position, ensure that firefighters are fairly compensated, ensure that firefighters are adequately compensated, and ensure that firefighters are provided the gear and resources needed to perform their jobs with as little exposure to harm as possible.

#### ARTICLE 11 – Classification Review

Here the FSFSA proposes to specify in the collective bargaining agreement that firefighters will not be required to perform construction or repairs to facilities or grounds owned by the State, while also specifying that firefighters may perform routine maintenance, housekeeping, and yardwork.

In the past, firefighters have been asked to perform major construction including completely stripping structures to the studs and rebuilding, including the performance of electrical wiring. Firefighters have built bathhouses, pumphouses, and fences. Firefighters should not be performing construction work that would, if a citizen were to perform the same work, require a building permit.

The State has, for too long, exploited the knowledge, training, and outside work/activities of its firefighters to force them to perform labor outside the scope of their occupational profile. This should end. Firefighters should be firefighters and perform functions ancillary to that job, not the job of a contractor or day laborer. Further, neither the State nor its firefighters should be exposed to the potential liabilities and risks that come from performing these outside functions.

#### ARTICLE 23 – Hours of Work

Section 6 of the FSFSA proposal mirrors the proposal advanced by the State.<sup>1</sup> The dispute is in Section 1.

By way of background, the Fair Labor Standards Act (FLSA) allows the State and other employers to treat firefighters differently when it comes to overtime pay at a premium rate of 1.5 times their regular rate. A typical employee would be compensated at the premium rate after 40 hours worked in a week. However, Section 7(k) of the FLSA contains an exemption that allows an employer to pay overtime for firefighters based on a work period rather than a workweek. That work period can range from 7 to 28 days, but must always average 53 hours per week (i.e. 7-day work period/53 hours; 21-day work period/159 hours) before pay at a premium overtime rate is required.

The State currently employees a 28-day work period and pays overtime at a premium rate after 160 hours worked in a work period. What this allows is for the State to manipulate the hours worked by its employees in order to avoid pay at an overtime rate. While this might seem a logical choice for an employer in order to reduce pay, it is significantly harmful to employees.

Under the status quo, a firefighter can have his or her work period front loaded with hours and then, when the firefighter approaches 160 hours in the work period, be sent home take time off in order to avoid crossing that 160-hour threshold. This time off is not planned or requested by the employee, and the time off is not particularly rewarding in that regard. In practice, the time off results in a firefighter who might have been mandatoried to work, or might have been called back to duty in the middle of the night, losing pay at the premium rate for those hours. In other words, the firefighter might have been held over to work beyond the scheduled end of the shift, or called in at 2:00 in the morning to respond to a fire, and not get overtime. That is not right and is significantly unfair to the firefighter.

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<sup>1</sup> The State noted an inadvertent typographical error in the FSFSA proposal that has been corrected.

The FSFSA's proposal would still allow the State flexibility in scheduling its employees and avoiding overtime, but would cut the window of opportunity for the same from 28 days to 14 days. This would mean that the hours could still be manipulated, but only over a two-week period, not a month. That should be sufficient flexibility for any employer.

The FSFSA's proposal would also provide structure to the work schedules of firefighters and provide them with a paid lunch. Presently, a firefighter can be scheduled to work 9 hours, but is only paid for 8. The difference is an unpaid "lunch" that is hardly any sort of break at all because firefighters remain on call and frequently have that time disrupted by work.

It is time to stop the disruption to firefighters' lives that results from manipulation of work schedules and it is time to pay firefighters for all the time they work. The FSFSA proposal does just that.

#### ARTICLE 24 – On-Call Assignment, Call-Back and Residency

In Section 2, the FSFSA proposes that on-call time be paid at the same rate it is presently paid on weekends and holidays, one-quarter of the minimum hourly rate for the employee's pay grade. At present, all non-holiday and non-weekend on-call pay is paid at a rate of \$1.00 per hour. That amount is shameful and has been in place, with no increase, for decades.

In Section 3, the FSFSA proposes to specify that all work performed during a call back will be paid at 1.5 times the employee's normal hourly pay rate irrespective of the number of hours the employee works in a work period. If a firefighter is called back to duty, this means the firefighter has had his or her life disrupted. In some cases, firefighters may be called back to duty at 3:00 AM, work until 7:00 AM, and then be expected to report to work at 8:00 AM. The firefighter must do it because if not, the firefighter likely loses the premium pay for those hours worked. This should not be true and the FSFSA proposal solves this problem.

#### ARTICLE 25 – Wages

In Section 4, the FSFSA proposes that all bargaining unit employees be provided a 5% increase in their base rate of pay consisting of a 2% competitive pay adjustment and a 3% special pay adjustment. This is the same as the State has proposed for Rangers and Senior Rangers, but the FSFSA would apply it to all employees.

In Section 6, the FSFSA proposes two special pay incentives: one for firefighters who are required to be certified as an EMT or Paramedic as a condition of employment and the other for firefighters employed in the Florida Forest Service whereby those firefighters could earn additional pay by earning or achieving the certifications specified in the proposal.

With regard to the firefighters required to be certified as an EMT, this proposal applies to those working for DCF at Florida State Hospital. Those firefighters do not work for a fire department; they work for a fire-rescue department. Those firefighters provide fire suppression **and** emergency medical services. They are required to be certified as EMTs, and they provide emergency medical services not just on the grounds of the Hospital, but in the surrounding area when needed. These firefighters should not be paid the same as all the other firefighters, and in the past they were not.

As you will see in the attached confirmation letter from former Fire Chief & Emergency Services Director Bryan Croft (Exhibit 9), from 2013 to 2023, these firefighters were provided a 20% pay additive to compensate them for the additional duties. The FSFSA proposal restores that pay additive and allows for further growth by creating an additive for any employee required to be certified as a Paramedic as a condition of employment.

In the same Section 6, the FSFSA proposes to create a series of incentives for firefighters in the Florida Forest Service that would allow these firefighters to increase their pay by earning additional certifications above and beyond the minimum requirements of their position. The proposed incentives could be earned at a rate of 2% for each additional certification and are capped at 6%. These incentives would allow a senior firefighter to earn more than their brand new counterpart because there is really no other way to do so without a step or other progression plan. Further, the better educated firefighter will provide a better service to the State and its citizens.

#### ARTICLE 26 – Uniforms, Equipment & Awards

In Section 6, the FSFSA proposes to increase the number of uniforms provided to Rangers, Senior Rangers, and Rotorcraft and Fixed Wing Pilots. Presently, Rangers and Senior Rangers are provided two sets of Nomex pants and shirts. These firefighters then work all day, and maybe night, with only one provided spare set of Nomex gear. In the event of a prolonged fire, or even a proscribed burn, it becomes nearly impossible to properly clean and decontaminate the gear before it must be used again. The same goes for pilots who are working around dangerous chemicals, smoke, and soot under similar conditions.

#### ARTICLE 29 – Health and Welfare

The concern noted above regarding gear flows directly to the FSFSA's proposal for Section 4, that firefighters be provided with the equipment necessary to launder their gear and wash themselves.

The FSFSA cites to a paper published in the American Journal of Industrial Medicine that makes clear that firefighters should have the ability to launder their gear on-site so that they are not doing at home with their kids' or spouse's laundry. Further, the article makes clear the need to be able to shower and decontaminate. Larry Grubbs from the Florida Forest Service is a co-author and the State helped fund the study leading to the paper through Grant Number: 2490 A. Surely, we should heed our own findings and provide our firefighters the equipment needed to clean themselves and their gear.

Finally, the FSFSA proposes to create language that would require the parties to meet and confer with respect to occupational cancer and illness prevention. This is consistent with the wishes of the Legislature in enacting the cancer presumption for firefighters and seeks to further reduce or prevent harmful exposures, and cancer cases, in firefighters.

In conclusion, it is the hope of the FSFSA that the legislature will recognize the service performed by these firefighters and that they deserve a fair work hours, fair pay, adequate pay, and to be as safe as possible.

Respectfully Submitted,

Mark W. Floyd

c Michael Brennan, President, FSFSA  
Michael Mattimore, Chief Labor Negotiator for the State

Over the last three years, the agencies employing the members we represent have invested tens of millions of dollars in equipment, tools and technology. We are simply asking that the State make a fraction of that investment in the most important resource it has – the employees who come to work every day to protect the people of Florida and their property. These are workers who ensure the safety of residents and visitors, fly the multimillion-dollar helicopters and airplanes, operate the technology in which the agencies invest, drive the equipment, and put boots on the ground in the time of need.

To be sure, we greatly appreciate the significant salary increases that have been granted over the last few years. But let's be honest, those salary increases were well deserved and long overdue. As recently as 2022, our firefighters were earning just under \$30,000 annually. That is about the same as the starting salary of a firefighter in Dade County in **1987**. According to the Massachusetts Institute of Technology Living Wage Calculator, the living wage in 2025 for a single individual in Florida with no children was \$48,692. According to Bureau of Labor Statistics data, the median wage for a firefighter in Florida in 2024 was \$58,360. The State's current salary for firefighters is \$49,590.

Despite the recent pay increases, the State struggles to recruit and retain personnel. As of January 2026, the Forest Service has only four helicopter pilot positions out of seven filled. In fact, over the last seven years the State has been unable to fill all seven positions. During the 2023-2024 fire season, the State had only two helicopter pilots. Two pilots for the entire State. This caused Florida to seek help from Washington State. Once these pilots arrived, they found safety concerns significant enough that they refused to fly our aircraft and returned to Washington. As a result of their concerns, our entire fleet of UH-1 helicopters was grounded until the identified issues were corrected.

On the issue of pay, the State has proposed a five (5%) percent wage increase for rangers and senior rangers and two (2%) percent for all other bargaining unit members. This is insulting. In 2025, the core CPI was 2.6 percent. The actual cost of living increased closer to 3 percent. The offered raises don't even keep up with inflation.

Our members are among the lowest paid firefighters in Florida. And after 3-5 years on the job, our members drop even lower due to the absence of a seniority or longevity-based pay plan. We have proposed an incentive-based pay plan. This would provide opportunities for our members to earn pay increases. These pay increases would not be automatic. This plan would require our members to invest their time and money to obtain identified training and certifications. It would then provide a pay increase for our members and a more valuable employee – better trained, better educated – for the State. Clearly a win-win situation.

The State receives 24-hour emergency response coverage, yet in the case of our members working for the Forest Service, it only pays for eight. Our members work nine hours each day but are paid for eight. While they are provided a lunch break, this is frequently interrupted. Our members are expected to respond immediately to any emergency. Failure to provide a bona fide lunch break while charging our members for that hour at best violates the spirit of the law. Whether a wildfire occurs at two in the afternoon or two in the morning, someone will respond. After hours coverage is provided through an on-call system.

Our members receive one dollar per hour to be on call. This on-call stipend has not increased in over 25 years. And their pay for the time that they are working after being called back is not even guaranteed to be at an overtime rate. In some cases, policy actually precludes payment of overtime. To ask someone to be on call, to drop whatever they are doing and immediately respond when needed for the princely sum of \$1.00 per hour is offensive and downright insulting. And given the fact that this amount has not increased in a quarter of a century is even worse.

We are asking the State to cease the exploitative practice of requiring some of our members to perform duties well outside the scope of their jobs. We recognize that firefighters are often called upon to perform tasks such as minor maintenance and repairs to facilities and equipment, routine housekeeping and even yardwork. We don't believe that our members should be required to perform major construction projects such as completely renovating houses to include replacing kitchens, bathrooms, flooring, dry wall, performing electrical wiring and doing plumbing work. Other tasks that some of our members have been required to do include painting the entire exteriors of buildings and even installing septic systems. While some of our members possess the talent, experience and, in some cases, the proper licensure to accomplish these tasks, we believe that these fall well outside of the job duties and responsibilities of a firefighter.

When it comes to the health and safety of our members, we remain steadfast. We will not compromise and the State should not either. We have asked for the proper facilities and equipment to mitigate the risk of exposure to cancer causing carcinogens that our members face at every fire (and our members respond to thousands of fires each year). What we are asking for is consistent with the recommendations of experts and are well-established industry best practices. The State's own research, published in a peer-reviewed article that appeared in the *American Journal of Industrial Medicine*, and which was co-authored by Florida Forest Service state safety officer Larry Grubbs, supports our requests.

We are asking that the State stop using a loophole in the law to cheat our members out of earned overtime. The Fair Labor Standards Act was created by Congress in 1938. It established a standard 40-hour work week and the provision for overtime pay. At the time, it

did not apply to public sector employees. In 1974 the FLSA was amended to apply to public sector employees for the first time. To address a unique set of circumstances, Congress enacted the 207k exemption to allow firefighters (who commonly work an average of 48-56 hours a week) to continue working those hours with minimal impact to taxpayers. It did so by establishing the threshold for overtime for firefighters at 53 hours per week.

In addition, to address the inherent variation in weekly hours that firefighters work due to their rotating schedules, the 7k exemption allowed fire departments to extend the 7-day work week applicable under the law to a work period that could be between 7 and 28 days long. This exemption was intended to address a very narrow and specific situation. It was clearly never intended to be applied to a 40-hour schedule such as our wildland firefighters work. In fact, if firefighters worked a standard 40-hour schedule there would have been no need for this carve out in the law.

Nothing we have requested in our proposals is in any way unreasonable. We didn't ask for 100, hoping to get 50, willing to settle on 25. We asked for exactly what we felt was fair and reasonable. We **believe** everything that we have requested is fair and reasonable. This contract is about doing the right thing and fixing issues that have unfairly and negatively impacted the members we represent for many years.

To require someone to work nine hours but pay them for only eight is wrong.

To have a pay structure whereby someone with 10 years on the job makes the same as someone with 10 months, 10 weeks, or 10 days is wrong.

To require someone to perform work well outside of what would be considered their normal job duties and for which they could easily command \$100 per hour is wrong.

To provide benefits that cannot be used is wrong.

To ask someone to expose themselves to potentially cancer-causing substances but not provide the means to follow industry best practices to mitigate that risk is wrong.

Thus far the State has refused to bargain in good faith. They have refused to discuss in a meaningful way any of our requests. They have summarily dismissed each and every proposal that we have put forward. We are respectfully asking that you carefully consider our proposed requests and engage in good faith negotiations to reach a contract that will benefit our members and the State.

**Article 11**  
**CLASSIFICATION REVIEW**

**SECTION 1 – Additional Duties**

(A) When an employee alleges that they are being regularly required to perform duties that are not included in the employee’s position description and that the duties assigned are not included in the occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties and provide the employee with a written decision within 30 days of the request.

(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee’s request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(C) If the decision is that the employee is properly classified and the employee is not satisfied with the decision, the employee, with or without representation, may submit a written request, within 30 days of receipt of the agency’s decision, for a review of the decision by the Secretary of the Department of Management Services or designee. The employee shall include with their request, a copy of the decision received by the employee under (A) above, along with any other information the employee may have relevant to the matter. The request and related documents should be submitted by personal delivery or by U.S. mail, return receipt requested, to the Department of Management Services as provided in Article 34, Section 2 of this Contract. The Department of Management Services will conduct an independent review in accordance with Chapter 110, Florida Statutes, and shall provide the employee and the agency with a written decision within 60 days of receipt of the request. The decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.

For the State

For FSFSA

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

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 Mark W. Floyd  
 Union’s Chief Labor Negotiator

\_\_\_\_\_  
 Date

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 Date

FSFSA – Fire Service Unit  
Union Proposal – Article 11  
11/14/2025  
Page 2 of 2

(D) Employees shall not be required to perform construction or repairs to state facilities or grounds. Employees may be asked to perform routine maintenance, housekeeping, and yardwork.

**SECTION 2 – Workload Quotas**

(A) When an employee alleges that they are being regularly required to carry an inequitable workload quota, the employee may request in writing that the Agency Head or designee review the workload quota assigned to the employee. The Agency Head or designee shall review the workload quota and provide the employee with a written decision within 30 days of the request. The decision of the Agency Head or designee shall be final and binding on all parties.

(B) The state and the Union agree that workload quota problems are an appropriate item for discussion in consultation meetings as described in Article 5.

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

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Date

**Article 23**  
**HOURS OF WORK AND OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

(A) The normal work period for full-time employees at AHCA and DFS, 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.~~

Regular work hours for employees in the classification of ranger and senior ranger will be 0900- 1700. The schedule will consist of seven days on, two days off, followed by three days on, two days off (commonly referred to as the “long week/short week” schedule).

Regular work hours for employees in the classification of fixed wing pilot will be 0900-1700. The schedule will consist of five (5) days, Monday-Friday.

Regular work hours for employees in the classification of rotor wing pilot will be 0800-1800. The schedule will consist of eight (8) days on, six (6) days off, commencing and ending on Tuesday of each work cycle.

Regular work hours for employees assigned to regional mitigation teams will be 0800-1800. The schedule will consist of four (4) days, Monday-Thursday.

The FLSA work period for all Florida Forest Service employees covered by this agreement shall be a 14-day, 80-hour period.

The normal work period for Department of Children and Families’ employees shall be a ~~28~~14-day, ~~192~~96-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 in accordance with Section 1(A) above; 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.

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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**

(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

For the State

For FSFSA

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Michael Mattimore  
 State’s Chief Labor Negotiator

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Mark W. Floyd  
 Union’s Chief Labor Negotiator

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Date

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Date

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.

**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.

For the State

For FSFSA

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

\_\_\_\_\_  
Mark W. Floyd  
Union’s Chief Labor Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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, 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 – Workday – 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 for holidays and office closures only in accordance with Rule 60L-34, F.A.C. the following instances:

For the State

For FSFSA

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

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 Mark W. Floyd  
 Union’s Chief Labor Negotiator

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 Date

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~~(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.~~

~~(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) Use of special compensatory leave credits, as provided in General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044(3), F.A.C., shall be in accordance with the following:~~

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

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee’s unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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

(C) Pay provisions for Special Compensatory Leave Earned on or After November 1, 2019.

(1) Special compensatory holiday 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 office closure leave credits earned, ~~as described in~~

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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

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

(D) Pay Provisions for Special Compensatory Leave Upon Separation or Transfer.

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for ~~all the following~~ unused special compensatory leave credits, regardless of when it was earned.:

~~(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

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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**Article 24**  
**ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY**

**SECTION 1 – On-Call**

An “on-call” assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off-duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

**SECTION 2 – On-Call Additive**

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

~~(B)~~(A) An employee who is required to be on-call ~~on a Saturday, Sunday, or holiday as listed in section 110.117(1), Florida Statutes,~~ will be paid an on-call additive in an amount per hour equal to one-fourth (1/4) of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

~~(C)~~(B) On-call assignments are not to be granted on the basis of favoritism.

**SECTION 3 – Call Back**

(A) When an employee who has been placed on-call in accordance with Section 1 above is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours whichever is greater. Pay for all hours worked during any such call back, or for the two-hour minimum, will be at a rate of one and one-half (1.5) times the employee’s normal hourly pay rate irrespective of the number of hours the employee otherwise works in the same week or work period.

For the State

For FSFSA

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

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 Mark W. Floyd  
 Union’s Chief Labor Negotiator

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(B) An employee called back during a designated on-call assignment shall be required to be on route with apparatus within 45 minutes of confirmed notification by dispatch.

**SECTION 4 – Residency Requirement**

Florida Forest Service employees will reside within a radius of 30 statute miles of their permanent assigned headquarters. However, single engine ~~and multi-engine~~ reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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**2025 Legislative Resolution**

**Article 25  
 WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with ~~Section 8 of~~ the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~.

**SECTION 2 – Pay Additives**

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with ~~Section 8 of~~ the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~.

**SECTION 3 – Performance Pay**

In accordance with ~~Section 8 of~~ the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 4 – Competitive Pay Adjustment**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 202~~65~~-202~~76~~, effective July 1, 2025, each ~~eligible~~ employee’s June 30, 202~~65~~, base rate of pay shall be increased by ~~the greater of 2.0 five percent (5%), which includes a two percent (2%) competitive pay adjustment and a three percent (3%) special pay adjustment or \$1,000 to provide a competitive pay adjustment.~~

For the State

For FSFSA

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

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 Mark W. Floyd  
 Union’s Chief Labor Negotiator

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**SECTION 5 – Special Pay Adjustment**

~~Employees shall receive any special pay adjustments provided for in, and in accordance with, Section 8 of the General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2025, and in addition to the above referenced competitive pay adjustment, each eligible unit member shall be granted a special pay adjustment to their June 30, 2025, base rate of pay of 8.0 percent if they have completed less than five years of cumulative state service as a unit member or state firefighter; and of 13.0 percent if they have completed at least five years of cumulative state service as a unit member or a state firefighter.~~

SECTION 6 – Special Pay Incentives

Any employee who is required to be certified as an EMT as a condition of employment shall be paid a special pay incentive of twenty percent (20%). Such pay incentive shall be added to the employee’s base salary. In the event the state requires an employee to be certified as a paramedic as a condition of employment, such incentive shall be increased to forty percent (40%).

Employees of the Florida Forest Service shall have the opportunity to receive the below agreed upon pay incentives. Pay incentives will be added to the employee’s base salary and are cumulative up to a maximum of six percent (6%). The employee will be responsible for any direct cost associated with obtaining and maintaining the required training and/or associated certification. The FFS agrees to work with members to facilitate training when practical. If receiving a certification pay incentive, the employee agrees to be temporarily assigned to duties associated with or requiring said certification.

<u>Incident Commander Type 4</u>	<u>2%</u>
<u>Safety Officer Type 4</u>	<u>2%</u>
<u>Wildland Fire Investigator</u>	<u>2%</u>
<u>Emergency Medical Technician</u>	<u>2%</u>
<u>Critical Incident Stress Management Team Member</u>	<u>2%</u>
<u>Certified Flight Instructor</u>	<u>2%</u>
<u>Uncrewed Aerial System Pilot</u>	<u>2%</u>
<u>Tactical Flight Officer</u>	<u>2%</u>

For the State

For FSFSA

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 Union’s Chief Labor Negotiator

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**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.

For the State

For FSFSA

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Michael Mattimore  
State’s Chief Labor Negotiator

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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**SECTION 4 – Non-Uniformed Employees**

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

**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.

SECTION 6 – Personnel Protective Equipment

The state will provide the following personal protective equipment, as specified, to all members in the classifications of ranger and senior ranger:

- Five (5) Nomex pants
- Five (5) Nomex shirts
- Two (2) pair leather gloves suitable for wildland firefighting
- One (1) hard hat
- One (1) pair of goggles suitable for wildland firefighting
- One (1) pair of boots suitable for wildland firefighting

The state will provide the following personal protective equipment, as specified, to all members in the classification of rotorcraft pilot:

- Four (4) Nomex flight suits
- Two (2) pair Nomex flight gloves
- One (1) flight helmet
- One (1) pair of boots suitable for flying duties

The state will provide the following personal protective equipment, as specified, to all members in the classification of fixed wing pilot:

- Four (4) Nomex flight suits

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

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Date

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Two (2) pair Nomex flight gloves  
One (1) pair of boots suitable for flying duties

Issued PPE will be maintained in a serviceable condition. The state shall replace, at no cost to the employee, any PPE deemed to be unserviceable based on condition or as recommended by the manufacturer.

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

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Date

**2024 Legislative Impasse Resolution**

**Article 29  
HEALTH AND WELFARE**

**SECTION 1 – Employee Assistance Program**

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

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

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

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

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

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

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

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

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

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

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**(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.

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

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

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

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

(2) Employees who do not meet the health standards for pulmonary function and resting blood pressure will be placed on sick leave until they provide a personal physician’s statement clearing them to return to full duty or work in a modified duty capacity. Any employee who chooses option (1)(b) above and who fails the pulmonary function and/or resting blood pressure requirement, will be required to complete option (1)(a) above the following year.

**(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 employment.

(2) The FFS fitness standard is the national “Light” Work Capacity Test (WCT), referred to as the light capacity test: 1 mile in 16 minutes, no weight vest.

For the State

For FSFSA

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

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 Mark W. Floyd  
 Union’s Chief Labor Negotiator

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 Date

**(D) Fitness Testing**

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

**(2) Annual Fitness Testing**

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

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

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

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

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

5. Upon notice of the initial failed fitness test, the Field Unit Manager will determine if the employee is receiving any type of pay additive, to include 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 notify the Regional Deputy Chief the employee receives an additive and has failed

For the State

For FSFSA

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

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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the Annual Fitness Test. Once received, the Chief of Field Operations, will make the recommendation to the Directors office if the employee loses or continues 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 fitness test. The manager may recommend a replacement to ensure the duties are accomplished and receive the pay additive if it is determined to be in the best interest of the FFS.

6. A memorandum from the manager (or next level supervisor) to the employee must be completed and submitted through the local chain-of-command to the Quality Assurance Coordinator in the Forest Protection Bureau. The memorandum shall serve as a restricted duty letter after a failed fitness 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 fitness test process will halt, and the employee will be placed on modified duty in accordance with FFS policy.
8. Upon being cleared by the physician to return to full duty, the employee will have 30 days to take their next fitness test attempt and the process will be reinstated from that point.
9. Employees in special risk positions, who have exhausted all attempts to pass the Fitness Test, may be offered a vacant position that does not include firefighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.
10. The Florida Forest Service fitness program for Special Risk positions is a crucial program that protects the life and safety of the employee and the public. If the Director of the Florida Forest Service determines that an employee is not maintaining fitness and exhibits two or more consecutive years of failures of the fitness program, the Director may recommend further action, to include fitness for duty testing, reassignment, demotion, or termination.

For the State

For FSFSA

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Michael Mattimore  
 State's Chief Labor Negotiator

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Mark W. Floyd  
 Union's Chief Labor Negotiator

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Date

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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.

**SECTION 4 - Safety and Health**

(A) The state agrees to furnish commercial grade washing machines and dryers at each work site and station for the purpose of laundering state issued uniforms and personal protective

For the State

For FSFSA

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Michael Mattimore  
State’s Chief Labor Negotiator

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

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clothing (PPE). The state will provide detergent for the purpose of laundering uniforms and PPE as recommended by the clothing manufacturer.

(B) The state agrees to furnish private shower facilities at each work site and station for the purpose of decontamination due to exposure to the products of combustion associated with firefighting.

(C) The state and the FSFSA mutually agree to meet and confer with respect to occupational cancer and illness prevention industry standards and best practices. The parties agree to discuss standards and practices recommended by the National Fire Protection Association (NFPA) and the National Wildland Coordinating Group (NWCG) and to implement agreed upon standards and practices when fiscally and logistically able.

For the State

For FSFSA

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State’s Chief Labor Negotiator

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Mark W. Floyd  
Union’s Chief Labor Negotiator

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Date

RESEARCH ARTICLE

# Perspectives on Environmental and Occupational Exposures and Cancer Risk From Florida's Wildland Firefighters: A Forestry and Wildland Risk Discussions (FORWRD) Qualitative Study

Madeleine M. Sayre<sup>1</sup> | Lauren A. Murphy<sup>1</sup> | Chelsea Kavanaugh<sup>1</sup> | Greyson Dunn<sup>1</sup> | Larry Grubbs<sup>2</sup> | Erin N. Kobetz<sup>1,3,4</sup> | Natasha Schaefer Solle<sup>1,3,4</sup> | Alberto J. Caban-Martinez<sup>1,4</sup>

<sup>1</sup>Department of Public Health Sciences, Miller School of Medicine, University of Miami, Miami, Florida, USA | <sup>2</sup>Florida Forest Service, Tallahassee, Florida, USA | <sup>3</sup>Department of Medicine, Miller School of Medicine, University of Miami, Miami, Florida, USA | <sup>4</sup>Sylvester Comprehensive Cancer Center, Miller School of Medicine, University of Miami, Miami, Florida, USA

**Correspondence:** Alberto J. Caban-Martinez (acaban@med.miami.edu)

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**Keywords:** cancer | exposure | firefighter | perceptions | personal protective equipment | wildland | wildland–urban interface

## ABSTRACT

**Background:** Firefighters responding to wildland and wildland–urban interface (WUI) fires increasingly navigate a hazardous landscape of environmental pollutants and occupational risks that may influence their health risk perceptions, yet their firsthand experiences and work-related safety concerns are insufficiently understood.

**Methods:** Between December 2024 and February 2025, we conducted seven focus groups and four key informant interviews with 51 Florida Forest Service personnel, whose service averaged 11.5 years. Qualitative analysis of interview data employed a coding reliability thematic approach informed by a postpositivist paradigm.

**Results:** Four primary themes emerged: (1) Safety risks associated with heavy equipment operations and inadequate immersive training; (2) environmental hazards from complex smoke mixtures, invasive species, anthropogenic contaminants, and expanding WUI conditions; (3) systemic deficiencies in personal protective equipment availability, decontamination infrastructure, and cultural norms that valorize soiled gear; and (4) acute and chronic health burdens, including respiratory irritation, cardiovascular strain, mental health stressors, and perceived elevated cancer risk. Preinterview survey data documented that 72.5% of respondents self-reported wearing no respiratory protection during fireground activities. Health conditions reported included hypertension (24.0%), arthritis (11.8%), and asthma (9.8%). Approximately 8.0% reported having depressive disorder, and 7.8% reported having kidney disease. Among all participants, 46.9% were obese.

**Conclusion:** Findings highlight critical gaps in occupational health practices, resource allocation, and cultural attitudes within the wildland firefighting workforce. Integration of technical interventions, such as enhanced respiratory protection, realistic equipment training, and station-based laundering facilities with culturally informed strategies to shift perceptions of risk and of gear cleanliness should be validated in population-based studies.

## 1 | Introduction

Wildland firefighters operate under uniquely hazardous and dynamic conditions, which have intensified with the rising severity of wildfires driven by climate change [1–3]. US wildland firefighter studies have documented they are routinely exposed to extreme heat, rugged terrain, prolonged physical exertion, and elevated levels of particulate matter [4, 5]. The smoke encountered during wildland operations is a complex mixture that includes fine particulate matter (PM<sub>2.5</sub>), carbon monoxide, and volatile organic compounds [6–8]. These components have been associated with respiratory irritation, cardiovascular stress, and potential carcinogenicity [9–11]. Despite the frequent and intense nature of these exposures, evidence-based exposure reduction strategies, such as the use and application of personal protective equipment (PPE) protocols and structured rest rotations, remain understudied in real-world settings.

The complex mixture of hazardous pollutants encountered during wildland firefighting operations has increased attention toward understanding both the acute and long-term health consequences of these occupational exposures [12, 13]. The Wildland Firefighter Exposure and Health Effect (WFFEHE) study, for example, followed 154 wildfire personnel across two fire seasons and reported acute changes in pulmonary inflammation, arterial stiffness, and noise-induced hearing loss [14–16]. Other research suggests that long-term occupational exposure to wildfire smoke may increase lung cancer risk by 8%–43% and cardiovascular disease mortality by 16%–30% [9]. Controlled cross-shift biomonitoring studies have also documented significant increases in heart rate and blood pressure during firefighting operations, highlighting the immediate cardiovascular strain imposed by the work [17–19]. While these studies offer critical insight into acute health effects and biomarkers of harm, they do not capture the lived experiences, perceptions, and coping mechanisms of firefighters that also shape exposure and health outcomes.

Equally important are the psychosocial and cultural drivers of health behaviors among wildland firefighting crews. Qualitative research using consensual approaches has shown that while structural firefighters perceive occupational health services to be accessible during acute incidents, they report a lack of continuity in care and limited engagement in preventive health [20–23]. A modified Delphi process identified major stakeholder concerns such as smoke inhalation, fatigue, mental health, and chronic disease risk [24]. However, the process also revealed a lack of contextual nuance in addressing these issues. The prevailing culture of self-reliance and restricted access to preventive services may further inhibit the adoption of protective practices. These cultural dynamics underscore the need for more than technical interventions. Understanding how firefighters perceive risk, interpret agency support, and navigate safety norms is essential for effective health promotion and safety risk mitigation.

Florida, compared to other US states, has one of the highest amounts of acreage treated with prescribed fire and of houses in the wildland–urban interface (WUI) [25, 26]. During the last decade, 2014–2024, there was an annual average of 2268

wildfires in Florida, burning between 51,000 and 201,000 acres [27]. As residential development expands into fire-prone ecosystems such as pine flatwoods and scrublands, WUI fires pose increasing risks to both human health and infrastructure [28]. Despite growing recognition of these physical and cultural risks, there is a notable gap in region-specific qualitative research, particularly within southeastern US contexts such as that of Florida. Existing qualitative studies have generally focused on national initiatives or multi-state programs and often lack the direct input of frontline wildland firefighter personnel.

In the present Forestry and Wildland Risk Discussions (FORWRD) study, we used qualitative methods to conduct focus groups with frontline Florida wildland firefighters and key informant interviews with Florida forestry leadership to document perceptions and experiences with wildland firefighter health and safety. Specifically, we aim to (1) elucidate perceptions of chemical, physical, and psychosocial risks during wildland operations; (2) identify barriers and facilitators to implementing occupational health and safety practices for the wildland firefighter workforce; and (3) inform the design and implementation of a larger cohort study assessing health and safety of Florida's wildland firefighter population.

## 2 | Materials and Methods

### 2.1 | Study Design and Study Sample

A qualitative study design was used to investigate occupational health and safety perceptions of Florida wildland firefighters. From December 2024 to February 2025, the study team consented participants, administered a short preinterview survey, and conducted a total of seven focus groups and four key informant interviews. Florida wildland firefighters were recruited until saturation of themes was achieved. Thematic saturation was achieved through an iterative process of data collection and analysis, whereby transcripts were reviewed and coded concurrently until no new codes or themes emerged from successive interviews, indicating that additional data were unlikely to yield novel insights. Active wildland firefighters who were 18 years or older and who could fluently speak English were eligible to participate. The study's objectives and procedures were explained to participants before consenting. Participants were reminded that all study procedures were optional and that they could ask questions before consenting.

### 2.2 | Participant Recruitment

The research team presented to and collaborated with the Florida Forest Service (FFS) to recruit wildland firefighters from across Florida's 15 forestry districts. FFS district leaders and supervisors shared study flyers and recruitment details during district meetings, via email, and by phone, to recruit wildland firefighters. Forestry district managers were also invited to participate by engaging in a one-on-one key informant interview. Eligible wildland firefighters provided verbal consent, followed by completing the anonymous preinterview survey and focus group/key informant interview. The study research

protocol was approved by the Institutional Review Board (IRB) at the University of Miami.

## 2.3 | Study Measures

### 2.3.1 | Preinterview Survey Instrument

A 24-item preinterview survey was designed and implemented in the University's REDCap platform to collect each participant's socio-demographic characteristics and health history. The REDCap platform is a HIPAA-compliant, web-based tool used to design and collect survey data from a population [29]. FFS leadership reviewed drafts of the preinterview survey, and provided response options for questions regarding firefighting certifications and ranks. The survey questions were adapted from the US National Health Interview Survey (NHIS) and assessed participant sociodemographic information, occupational characteristics, wildland firefighting certifications, health conditions, healthcare access and behaviors (primary care doctor and average visits, cancer screening and type, smoker status), and workplace injuries [30]. History of workplace injuries was obtained via the question: "Have you ever experienced any of the following injuries during your time as a wildland firefighter?" with response options: strain/sprain/torn ligament; cut/laceration; burn/blister/scald/welding flesh; dislocation; broken bone/fracture; bruise/contusion; amputation; scrape/abrasion; other. Use of breathing protection during one's wildland firefighting career was assessed via the question "Have you implemented the use of wearing SCBA or air purifying respirator with multi-chemical canister or cartridge on a regular basis (most of the time) at any point in your wildland firefighter career?" with response options "yes," "no," and "N/A" across acreage fires, pile burning, wildfires, and WUI fires.

### 2.3.2 | Focus Group & Key Informant Interview Script Content and Administration

Preinterview survey completion was followed by the focus group or a key informant interview. Focus groups designed for general wildland firefighter workers were organized as in-person sessions, lasting 50–110 min in duration. Key informant interviews designed specifically for FFS leaders (i.e., district managers) were organized as one-on-one interviews conducted virtually on Zoom, lasting 45–60 min. The focus groups were led by a moderator (M.M.S.) who followed a semi-structured interview script arranged in six domains: (1) the job of a wildland firefighter, (2) the experience working in wildland and forest landscapes, (3) perceived hazards at work, (4) cancer risk for job exposures, (5) healthcare access, and (6) information needs for risk reduction.

## 2.4 | Qualitative and Quantitative Analysis

Preinterview survey data were analyzed using descriptive statistics to characterize participant demographics, occupational, employment work certification, and relevant behavioral factors. Survey responses were first reviewed for completeness and

consistency. Categorical variables (e.g., sex, occupation, heat tolerance level, oral hygiene practices) were summarized using frequencies and percentages, while continuous variables (e.g., age, years of service) were summarized using means and standard deviations or medians and interquartile ranges, as appropriate based on data distribution. Survey data were analyzed using SPSS version 29.

Qualitative data collected via seven focus groups and four key informant interviews were audio-recorded using the iPhone's Voice Memo application and subsequently transcribed verbatim using the Microsoft Word transcription service. All transcripts underwent rigorous review by research team members to ensure accuracy and completeness. Transcripts were then imported into NVivo 15 qualitative analysis software (QSR International, 2024) for systematic coding and thematic analysis. Guided by a coding reliability thematic approach informed by a postpositivist paradigm, two independent coders (M.M.S. and L.A.M.) conducted an initial line-by-line review of transcript text, labeling segments based on content and preliminary research notes to inductively generate an initial coding framework. Utilizing consensus coding techniques, the coders iteratively refined the draft codebook through regular team meetings. Once finalized, the codebook was systematically applied to all transcripts, achieving substantial interrater reliability (Cohen's  $\kappa > 0.8$ ). Following coding, the research team linked thematic responses to self-reported demographic characteristics provided by participants, including PPE use and health beliefs. Given the anonymous nature of the survey, researchers were unable to contact respondents subsequently to validate or clarify the data further.

## 3 | Results

### 3.1 | Sample Demographics

A total of 51 wildland firefighters participated in either a focus group or a key informant interview. Of these, 47 participants took part in one of seven focus groups, each group consisting of two to 11 participants. Four wildland firefighter leaders participated in a key informant interview. Among all participants, the group mean age was 40.4 years (SD = 10.1), 100.0% were male, 92.2% White, 95.2% non-Hispanic, and 36% had earned a college degree or higher (Table 1).

### 3.2 | Job, Employment, and Health Characteristics

The sample's average time spent working as a wildland firefighter was 11.5 years (SD = 8.4), and 22.0% reported a second job. All participants had basic fire control certification, and 11.8% of those interviewed were certified division supervisors. Health conditions reported by participants included hypertension (24.0%), arthritis (11.8%), and asthma (9.8%). Approximately 8.0% reported having depressive disorder, and 7.8% reported having kidney disease. Among all participants, 46.9% were obese. The most frequently reported injuries were cuts/lacerations (52.9%); burns, blisters, scalds, welding flash

**TABLE 1 |** Socio-demographic and occupational characteristics of Florida wildland firefighters participating in the forestry & wildland risk discussions qualitative study ( $n = 51$ ), Florida, United States, December 2024 to February 2025.

Characteristics	Total sample $n$ (%) <sup>a</sup>
Age (years)	
Mean $\pm$ SD	40.4 $\pm$ 10.1
Sex	
Male	51 (100.0)
Female	0 (0.0)
Race	
White	47 (92.2)
Other	4 (7.8)
Ethnicity	
Hispanic/Latino	2 (4.8)
Non-Hispanic/non-Latino	40 (95.2)
Marital status	
Married/member unmarried couple	39 (76.5)
Divorced/widowed/separated	3 (5.9)
Single	9 (17.6)
Educational attainment	
High school diploma/GED	12 (24.0)
Some college/technical school	20 (40.0)
College graduate or higher	18 (36.0)
Has second Job	
Yes	11 (22.0)
No	39 (78.0)
Average time working as wildland firefighters	
Years	11.5 $\pm$ 8.4
Wildland certifications completed	$n$ (%) <sup>a</sup>
Prescribe fire manager	38 (74.5)
Engine boss	25 (49.0)
Squad boss	14 (27.5)
Strike team leader	14 (27.5)
Division supervisor	6 (11.8)
Operations chief	3 (5.9)
Line safety	3 (5.9)
Safety officer	2 (3.9)
Incident commander type (ICT) 5 <sup>b</sup>	27 (52.9)
Incident commander type (ICT) 4 <sup>b</sup>	11 (21.6)
Incident commander type (ICT) 3 <sup>b</sup>	3 (5.9)

(Continues)

**TABLE 1 |** (Continued)

Characteristics	Total sample $n$ (%) <sup>a</sup>
Incident commander type (ICT) 2 <sup>b</sup>	2 (3.9)
Incident commander type (ICT) 1	2 (3.9)
Fire behavior analyst	1 (2.0)
Complex incident management course	6 (11.8)
Current rank	
District/central manager	4 (7.8)
Forest area supervisor	6 (11.8)
Senior ranger	12 (23.5)
Firefighter	34 (66.7)

<sup>a</sup>Differences in sub-total population sample due to item nonresponse or missing.

<sup>b</sup>Incident commanders in wildland firefighting oversee aspects of an incident response. Their responsibilities range from establishing objectives, managing operations, ensuring safety, communicating with agencies, and incident leadership. Incident commander types (Type 1, 2, 3, etc.) depend on certifications obtained and duties or responsibilities at an incident.

(50.8%); and bruise/contusion (45.1%). Across all participants, 52.9% reported ever having any type of cancer screening. Based on US Preventive Task Force age-relevant cancer screening recommendations, 29.4% wildland firefighters (age 45 and older) reported colorectal cancer screening, and 33.3% skin cancer screening (age 20 and older). Former smokers made up 27.3% of the sample.

### 3.3 | Personal Breathing Protection Use

The most frequently reported breathing protection used by wildland firefighters regularly during wildland fire incident response was nothing (72.5%), bandana (31.4%) and self-contained breathing apparatus (SCBA, 7.8%, Table 2). The use of SCBA or air purifying respirator was most frequent by the participants during wildfire type incident response (5.9%) and never during pile burning (0.0%).

### 3.4 | Qualitative Findings

All participants identified as wildland firefighters, supervisors, or district managers for the FFS. Participants had varying work experience, wildland fire certifications, and rank. They reported an array of wildland work duties and activities including suppressing acreage fires, pile burning, wildfires, and conducting prescribed burns. Across all interviews, four major themes emerged characterizing occupational health and safety concerns perceived by wildland firefighters. Supporting quotes are identified by focus group or key informant interview number (e.g., Focus Group 1 = G1, Key Informant interview 1 = K1) and participant numbers (e.g., participant 2 = P2).

**TABLE 2** | Respiratory personal protection use of Florida wildland firefighters participating in the forestry & wildland risk discussions qualitative study ( $n = 51$ ), Florida, United States, December 2024 to February 2025.

Characteristics	Total sample $n$ (%) <sup>a</sup>
Self-reported breathing protection used regularly during a wildfire response	
SCBA	4 (7.8)
HEPA filter	2 (3.9)
Bandana	16 (31.4)
Nothing	37 (72.5)
Other	2 (3.9)
Uses SCBA/air purifying respirator during specific fire types	
During acreage fires	2 (3.9)
During pile burning	0 (0.0)
During wildfires	3 (5.9)
Wildland–urban interface fires	2 (3.9)

<sup>a</sup>Differences in sub-total population sample due to item nonresponse or missing.

### 3.5 | Theme I: Voicing Safety Risks and Concerns in Equipment Operations

When asked about their main safety concern, many participants reported the use of heavy and powerful equipment, like tractor plows and bulldozers, emphasizing the dangers associated with transporting, unloading, and operating machinery. One wildland firefighter highlighted, “moving our equipment to a fire can sometimes be more dangerous than the fire” (G1, P1). Participants noted that these tasks not only require intense focus but also significant experience, as there is a risk for injuries and falls. This risk is heightened when firefighters are fatigued or unwell, leading to reduced focus while using equipment that demands full attention. Participants also said smoke interferes with visibility, increasing the risk of injury. One participant emphasized the inherent dangers in firefighting operations, even before fire suppression

*There's accidents and injuries that can happen that can be life changing just by unloading the equipment you have to use. You can lose a limb just unloading your dozer and you haven't even started putting water on fire yet.*

(G5, P29)

Participants also raised concerns about reliance on machinery during a fire. “What worries me the most is the folks [who] are on the initial attack in the field with the equipment we have today, so modern and computerized...that's something that is a big safety concern,” one participant shared (K4, P51).

It was widely noted by participants that wildland firefighting lacks realistic, low-risk training opportunities with bulldozers, plows, and other equipment, especially as WUI acreage increases. One has “less and less room to play with their toys”

(G5, P29), thus, the more vulnerable they are when an emergency strikes. One participant stated

*It's a dangerous job that could kill you, but you can almost never practice it...it's different from structure [firefighting] in the sense that they have burning buildings and stuff like that. We don't have mock wildfires.*

(G5, P31)

Because of limited practice, participants discussed working alongside coworkers who do not have significant experience operating heavy machinery. “There is a level of concern around different coworkers that aren't familiar with heavy equipment. If we're respooling a dozer winch cable and you're not careful and you get caught up in that...those are made to move 20 tons. They'll pull you right in there. Some people also aren't familiar with how to back-up trailers,” one participant stated (G4, P19).

Wildland firefighters are not necessarily certified mechanics, yet participants shared that they are responsible for equipment upkeep and maintenance, introducing safety risks not only to the firefighter using the machine, but also to those around them. These risks are amplified when responding to calls alone or with only one other person. One participant described the volatile nature of the job, particularly when working during night shifts,

*I honestly don't know how more people haven't gotten hurt or died just in this district alone. Most of the time at nighttime we respond by ourselves. 90% of the time the radios we talk on don't even work. I don't know how more people haven't gotten hurt. There's a lot going on just for one or two people [running] a fire.*

(G5, P27)

Another participant mentioned,

*...what people think about most in wildland fires, i.e. entrapment and getting burned to death, that's not what's killing people; it's fallen trees, equipment malfunctions, driving, medical emergencies like cardiac events.*

(G5, P33)

### 3.6 | Theme II: Understanding Environmental Exposures: Chemical, Vegetation, and WUI Driven Risks

Participants highlighted several environmental hazards they face, particularly in relation to the natural environments in which they work and manmade materials they encounter. While some perceive the woods as natural, numerous hazards stem from human activity, like land management practices, prolonged pollution, illegal dumping, industrial runoff, and herbicide application. One participant said, “...we're constantly involved with herbicide treatments and exposed to all sorts of other chemicals and things that require specific storage” (G4, P20).

Participants discussed how exposures to hazardous materials, like mercury, asbestos, and chemicals from activities like cannabis farm operations or abandoned mine properties are common. These exposures often go unrecognized until after a fire. “Whether it’s a tire or creosol, garbage, trash, even in natural areas, mercury from mining operations...it’s in the soil... they dumped them in those areas,” one participant explained (G5, P33).

Several groups also discussed how the diversity of ecosystems in Florida makes it challenging for wildland firefighters to anticipate the risks they could encounter, especially in WUI areas. For example, one participant discussed the prevalence of the melaleuca tree, an invasive species to Florida that releases a cyanide-like gas when burned, “We have a lot of exotic trees that create different types of smoke that are more toxic than other wildwood smoke” (G5, P33). They stated that since this gas can affect the toxicity of the smoke firefighters are exposed to, it can lead to acute symptoms like nausea, headaches, and respiratory distress. The participant emphasized that these exposures are often underestimated due to longstanding cultural beliefs that natural wood smoke is harmless, “That’s the stuff that’s burning into Class A smoke that people think is harmless to us (G5, P33).”

One participant stated

*We go to places where you just don’t...you do not know what you’re gonna get when you walk in there.*

(G3, P14)

Another participant expressed his concern regarding the misconception of breathing in smoke from “natural areas.”

*We think that it’s a natural area, however, in South Florida specifically, a lot of chemicals back in the 70s and 80s were dumped in the soil out there. They were removed from industrial areas of Florida, paid by a company, and they dumped them in those [natural] areas. What happens when fires burn across those landscapes, and you run into those areas that have dumped materials and stuff we don’t even know that’s there?.*

(G5, P33)

Participants described how WUI areas are a particularly dangerous and stressful environment for fire response. Unlike isolated wildfires, WUI fires often involve exposure to burning structures, hazardous household chemicals, and unpredictable human-related elements, adding stress to wildland firefighters. These areas often include scattered housing, as one participant said, “a lot of it is the onesie-tuosie mobile home camper out in the middle of the woods” (K2, P34). As a result, WUI areas are characterized by frequent human activity and associated hazards. Another participant noted, “We have propane tanks exploding, have ammunition going off, have vehicles burning, etc. We also have a significant arson problem there” (K1, P15).

Wildland firefighters are accustomed to preparing for environmental hazards, whether in the WUI, dense forests, or

other terrains. As one participant reflected, “There’s no such thing as a routine fire, if you have that mentality, you’ll get hurt. Every fire is different, and you have the opportunity to learn from every fire, about its behavior, fuel types and topographies” (G1, P2).

### 3.7 | Theme III: Addressing Contamination Risks and Cultural Norms in PPE and Decontamination Practices

A common concern nominated across all focus groups was the availability of PPE and lack of washing machines in forestry stations, creating risks in decontamination protocols. Many participants voiced their frustration over insufficient funding to purchase enough PPE for the season, as their gear often becomes soiled quickly due to the nature of their work. Travel for assignments, lasting from several days to weeks, frequently results in reusing contaminated gear, as well. One participant expressed that there are limited resources regarding fire gear decontamination and that this poses a risk to their health.

*I don’t bring my stuff home to wash after a fire. I refuse to. I won’t do it. The only time my fire clothes come home is when I didn’t go into a fire [that day], and if I do [go into a fire], I strip outside and I put it in a bag and right back into my truck to take to the washer and dryer machine at my office.*

(G3, 14)

Another participant described systemic gaps in safety gear allocation and the consequences for personnel, with hopes for leadership to increase funds for uniforms and sufficient cleaning resources.

*Every year we get an amount that we can spend on ordering uniforms. Just for a Nomex, it’s almost \$200. You can’t buy work shirts, you can’t buy work pants, or any other thing you’re missing. Maybe if they could open the budget then you could get more stuff. Sometimes the equipment that we get when you first start is even used, it’s hand-me-down, and they have holes and rips. To ask for a new one, it takes, what? Like 5 years?*

(G4, P18)

Many admitted to not prioritizing protection and decontamination practices earlier in their careers and they now recognize the consequences of repeated fire and smoke exposure. “The older I get, the more concerned I get. I probably put myself in places where honestly, in hindsight, I probably could’ve found a better place to be, with less exposure to smoke,” one participant confessed (K1, P15).

Another participant shared

*When I hired on, you almost didn’t wash your Nomex because it was thought that it would lower the protective value of it, and it’s expensive... You’d wear your same*

*Nomex, pull it out of the bag, and it still smell like smoke from 2 days ago, and you're putting it back on.*

(G4, P18)

Supervisors and district managers described a prevailing culture among wildland firefighters in which wearing stained or dirty uniforms is a sign of “toughing it out” and “getting your hands dirty.” One participant noted how being visibly dirty is often equated with toughness or credibility.

*There are carcinogens that we probably have not truly identified yet, and that we are dealing with, and living with, yet the mentality of the firefighters is: “The dirtier you are, the better you are...If you're in a bright yellow suit, you're too clean. You need to get dirty.*

(K3, P42)

Lack of washing facilities and backup clothing leads to unsafe practices, including washing contaminated gear at home, potentially exposing family members. A participant expressed this concern shared by many in the wildland workforce.

*Our new person gets hired on, they get two pairs of pants, they get one Nomex shirt, and he's either not washing it at all, or he's taking it home, washing it in [his] own washing machine, and then turn[ing] around and put [ting] his kids' clothes or his wife's clothes in it, so now their clothes are contaminated.*

(G3, P14)

### 3.8 | Theme IV: Characterizing the Pervasive and Enduring Health Burdens of Wildland Firefighting

When asked about occupational health hazards, participants listed immediate symptoms such as coughing, eye irritation, and nasal discharge, as well as “dehydration, heat stress, malnutrition, lack of sleep, and sun exposure” (G4, P20). They described these symptoms as routine but abnormal physiological responses to smoke inhalation. “You know you ain't supposed to be just sitting there breathing it in – it makes your eyes water, you cough, you got the snot running,” one participant said (G2, P10).

Participants noted that their exposure to engine operations and equipment maintenance, including morning truck checks at their stations, was a daily health concern of theirs. One participant said, “We, on average, spend about 1 day a week up to our shoulders in that same equipment getting motor oil, exhaust fumes, antifreeze and brake fluid on our hands and arms” (G6, P41).

Regarding long-term health risks, working in wildfire environments comes with inevitable and serious health consequences. Lung damage and cancer were frequently mentioned by participants as expected outcomes of prolonged smoke exposure. Some participants even highlighted the direct impact of their job on their health, alluding to symptoms experienced by retirees. As one wildland firefighter shared, “I've seen quite a

few guys retired in the past few years and every one of them basically got this kind of lingering cough or some kind of issue” (G1, P1).

While awareness is increasing, many acknowledged that cancer concerns were ignored or downplayed, both at the individual and organizational level. One participant expressed, “I think everyone here knows we're gonna get something. You're not gonna do this job without something happening to you... you're gonna [get] cancer, thyroid, or something... My wife knows it” (G6, P37).

Another participant said

*I'm just waiting. Almost 28 years, 10 years open cab, breathing all the smoke...it's just a matter of time. Never chewed any kind of tobacco product, never smoked a cigarette in my life. If you can make it this whole time without getting anything, you're lucky. I mean, we don't want cancer or nothing like that, but we all know it's very, very plausible.*

(G6, P41)

Mental health was frequently discussed among participants. Extended shifts, limited rest, night operations, and the physical intensity of fire suppression leave little room for recovery, negatively affecting the mental health and wellness of wildland firefighters. “I don't think people realize what we go through... the years of it. I've been doing this for over 30 years, and it wears on you. It breaks up a lot of families... it takes a huge toll on my employees,” one participant said (K2, P34).

Similarly, another participant described the cumulative stress over the years—from traumatic incidents to witnessing death and experiencing loss—and how that can wear one's emotional resilience and strain team camaraderie. “In my district, I've had folks unexpectedly succumb to cancer. I've had suicide. I've had somebody kidnapped and murdered... it impacts the workforce,” the participant said (K3, P42).

District managers and supervisors expressed a strong sense of responsibility to check in on their employees, provide resources, and recognize signs of mental distress—even when organizational leadership may lack adequate awareness or resources. One firefighter commented, “They do check-ins and say, ‘Hey, are you good to go for today? Do you feel comfortable doing this?’” (G4, P19).

Similarly, a common theme related to mental health was the camaraderie among coworkers, and peer support they provide. “We're a big family, we need to acknowledge each other, we need to look at trends. If P45 is a big fisherman and I know that about him, and he suddenly stops fishing, I need to ask, ‘Hey, you go fishin' on your day off?’” one participant said (G7, P48).

Additionally, participants discussed the need to shift the “tough-it-out” culture toward greater acceptance of vulnerability, while also acknowledging generational differences in attitudes and support within the workforce. “From older to

younger, it doesn't matter if you need assistance of any kind. The key is to ask for the help," one firefighter said (G6, P4).

#### 4 | Discussion

This qualitative study provides an in-depth exploration of environmental and occupational health concerns and cancer risk perceptions among Florida wildland firefighters by examining their firsthand experiences and perceptions. The detailed narratives collected through focus groups and key informant interviews highlight the complex interplay among physical, chemical, environmental, and psychosocial hazards encountered during wildfire suppression and prescribed burn operations. Participants underscored critical safety challenges linked to heavy equipment operation, underestimated environmental exposures, and systemic inadequacies in PPE availability and decontamination practices. Additionally, these findings suggest significant concerns regarding the long-term health consequences of the job, including physical morbidity, psychological stress, and increased cancer risks associated with repeated exposure to wildfire conditions [9, 31]. Collectively, these qualitative insights complement existing quantitative evidence and identify an urgent need for interventions targeting both technical safety improvements and cultural shifts influencing health behaviors among firefighters.

The findings demonstrate a critical need to address resource limitations within the wildland firefighting workforce. Specifically, participants called for increased support for equipment maintenance, the availability of lightweight and breathable respiratory protection for extended fire operations, and the installation of washing machines at forestry stations to support effective decontamination procedures. Another significant area requiring attention is improving work-life balance to reduce fatigue and enhance family support. A substantial barrier identified by participants involves changing the entrenched cultural perception associating smoke exposure and soiled PPE with strength and credibility; addressing this barrier is essential to effectively reduce short- and long-term health risks, including cancer, and aligns with previous research emphasizing cultural transformation alongside technical solutions [32].

Participants emphasized that although entrapment and burns are widely viewed as primary occupational hazards, routine dangers such as equipment-related injuries, smoke inhalation, toxic chemical exposures, chronic stress, and carcinogenic risks pose more frequent threats. These findings are similar to other firefighter research identifying vehicle accidents, cardiovascular incidents, cumulative hazardous exposures, and increased cancer risks as leading causes of firefighter morbidity and mortality [4, 8–10]. Acute symptoms, such as eye irritation, dehydration, and heat stress reported by participants, align with physiological effects documented in existing wildfire smoke exposure studies [33, 34]. Despite acknowledging acute symptoms affecting their job performance, 72.5% of participants reported limited or no use of respiratory protection during firefighting activities, indicating a concerning gap between awareness and preventive practices. Previous studies confirm low adherence to respiratory PPE use among wildland firefighters, highlighting practical barriers such as discomfort,

underscoring a need for further research on effective PPE options [35–37].

Environmental contamination concerns emerged prominently, particularly regarding areas perceived as natural but contaminated through illegal dumping, asbestos, agricultural chemicals, and other anthropogenic activities. These findings support existing literature showing that expanding WUI areas increase firefighter exposure to anthropogenic pollutants combined with natural fuels, escalating health risks [38, 39]. Although data on firefighter toxin exposure exist, conclusive evidence linking these exposures to specific long-term health outcomes, including cancer, remains limited due to methodological challenges and insufficient longitudinal evaluations [9, 14, 16].

Concerns regarding inadequate training opportunities for safely operating heavy equipment, especially under hazardous WUI conditions, were notably expressed by participants. The National Fire Protection Agency has reported inconsistencies and inadequacies in WUI training [40, 41]. These concerns are increasingly significant given the escalating frequency and severity of WUI fires across the United States [42, 43]. The lack of structured, realistic training environments leaves firefighters inadequately prepared and at elevated risk during actual fire incidents. Recent research advocates for immersive and realistic training settings to enhance firefighter preparedness, thereby reducing injury risks during critical operations [44, 45]. Enhanced training paradigms represent a critical avenue for future interventions.

This study is not without limitations. The majority of study participants were male, White race, and non-Hispanic, potentially affecting external generalizability to the broader Florida forestry workforce. While other studies of the national federal wildland firefighter workforce suggest a similar socio-demographic distribution to this study sample [46], there remains a need to include wildland firefighters of all other socio-demographic groups. Additionally, self-reported health conditions and other survey items are subject to potential sources of bias, including recall, social desirability, and response biases that may compromise the accuracy, reliability, and validity of the findings due to the wildland firefighter participants' memory recall, misreporting, or misinterpretation of survey items. The qualitative study's cross-sectional design limits causal inference by capturing data at a single point in time, while the absence of biomonitoring data constrains the ability to objectively verify self-reported exposures and quantify biological uptake, thereby reducing the precision and validity of exposure assessment.

Despite these limitations, this qualitative study has several strengths. Methodological strengths of this study include a robust sample size ( $n = 51$ ), consistent and standardized moderation by trained interviewers to minimize information bias, and extensive statewide coverage ensuring diverse and comprehensive perspectives. Representation across various firefighter ranks and certifications enriches the understanding of occupational risks faced by the workforce. Key informant interviews sessions supported data collection of FFS leaders away from their wildland firefighter worker population limiting supervisors Hawthorne. Focusing on Florida, a state

experiencing significant WUI growth, offers insights applicable to other regions with similar expansions, such as California and Texas.

## 5 | Conclusion

This study underscores the necessity of integrating firefighter perspectives into occupational health planning and wildland firefighter research by addressing physical, psychological, cultural, and organizational dimensions of risk. Prioritizing enhanced resource availability, realistic equipment training, proactive health risk mitigation, and targeted cancer prevention strategies represent essential steps forward. Future research should focus on acute and longitudinal follow-up of chemical exposures, evaluating themes identified in the FORWRD study, including decontamination procedure effectiveness, and exploring generational shifts toward sustainable health and safety behaviors. With increasing wildfire incidents driven by climate change and expanding WUI areas, protecting wildland firefighter health becomes an increasingly critical public health priority.

### Author Contributions

**Madeleine M. Sayre:** investigation, data curation, writing – original draft preparation. **Lauren A. Murphy:** investigation, data curation, writing – original draft preparation. **Chelsea Kavanaugh:** investigation, writing – original draft preparation. **Greyson Dunn:** validation, writing – review and editing. **Larry Grubbs:** conceptualization, methodology, resources, validation, writing – review and editing. **Erin N. Kobetz:** conceptualization, methodology, resources, supervision, funding acquisition, writing – review and editing. **Natasha Schaefer Solle:** conceptualization, methodology, resources, supervision, funding acquisition, writing – review and editing. **Alberto J. Caban-Martinez:** conceptualization, methodology, resources, supervision, funding acquisition, writing – review and editing. All authors provided final review and approval of the manuscript.

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### Ethics Statement

The study research protocol was approved by the Institutional Review Board (IRB) at the University of Miami (IRB Protocol 20241063). Eligible wildland firefighters provided verbal consent, followed by completing the anonymous preinterview survey and focus group/key informant interview.

### Conflicts of Interest

The authors declare no conflicts of interest.

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### Supporting Information

Additional supporting information can be found online in the Supporting Information section.  
Supplement FORWRD Focus Group Script.

**Florida State Fire Service Association – Local S-20**

Department of Children and Families – Florida State Hospital

Chattahoochee, Florida 32324

November 12, 2025

**Mr. Bryan Croft**

Former Fire Chief &amp; Emergency Services Director

Department of Children and Families / Florida State Hospital

Chattahoochee, Florida

**Subject: Confirmation of Historical Hiring and Pay Practices (2013–2023)**

Dear Mr. Croft,

I am writing to formally document and confirm the historical hiring and compensation practices that were in place for the Fire Department at the Florida State Hospital during your tenure as Fire Chief and later as Emergency Services Director.

From April 2013 to August 2014, you served as Fire Chief, overseeing a staff of fifteen (15) firefighters. Following that, from August 2014 to October 2023, you served as Emergency Services Director, with administrative oversight of both the Fire Department and the Security Department.

During this period (2013–2023), the standard hiring practice for firefighters under your direction included the following:

- Firefighters were required to maintain Florida State Firefighter certification.
- Firefighters were also required to hold an active Emergency Medical Technician (EMT) license issued by the Florida Department of Health.
- Firefighters were responsible for providing Basic Life Support (BLS) services and responding to on-campus medical emergencies (911 calls).

Because the Department of Management Services (DMS) does not maintain a specific occupational profile for EMTs within the Department of Children and Families, EMT-related duties were recognized as additional responsibilities beyond the standard firefighter classification.

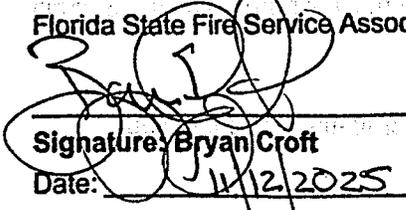
To account for these additional duties, the agency implemented a **20% pay additive** above the established state minimum for the firefighter classification. This additive was justified through **Request for Personnel Action (RPA)** documentation, which was attached to each employee's personnel file and included comments outlining the rationale for the additional pay related to EMT duties.

This pay practice remained consistent until **July 1, 2022**, at which time the **20% additive** was discontinued for new hires. Firefighters hired after this date, while still required to maintain EMT certification and perform the same medical response duties, **no longer receive the 20% additive** that had previously been provided.

This letter serves to affirm and clarify the above practices for historical and administrative reference.

Sincerely,

**Zackery Smith**  
Firefighter – Florida State Hospital  
2nd Vice President, Department of Children and Families Local S-20  
Florida State Fire Service Association

  
Signature: **Bryan Croft**

Date: **11/2/2025**