

FLORIDA PUBLIC EMPLOYEES RELATIONS COMMISSION
In the Matter of Proceeding before Special Magistrate Charles W. Kohler

SERVICE EMPLOYEES INT'L UNION (SEIU)
FLORIDA PUBLIC SERVICES UNION (FPSU),
CHANGE TO WIN (CTW),
and

CITY OF ORLANDO
Case No.: SM-2026-005

Appearances:

SERVICE EMPLOYEES INT'L UNION (SEIU)
FLORIDA PUBLIC SERVICES UNION (FPSU),
CHANGE TO WIN (CTW):

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CITY OF ORLANDO:

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INTRODUCTION

This proceeding is conducted under the authority of Florida Statutes §447.403 and §447.405. Its purpose is for the Special Magistrate to issue a recommended decision that will achieve a prompt, peaceful, and just settlement of the impasse issue(s) pertaining to the parties' collective bargaining agreements.

F.S. §447.403 Resolution of Impasses states, in relevant part, the following:

- (1) If, after a reasonable period of negotiation concerning the terms and conditions of employment to be incorporated in a collective bargaining agreement, a dispute exists between a public employer and a bargaining agent, an impasse shall be deemed to have occurred when one of the parties so declares in writing to the other party and to the commission. * * *

(2) (a) If no mediator is appointed, or upon the request of either party, the commission shall appoint, and submit all unresolved issues to, a Special Magistrate acceptable to both parties... If the parties are unable to agree on the appointment of a special magistrate, the commission shall appoint, in its discretion, a qualified special magistrate. * * *

(3) The Special Magistrate shall hold hearings in order to define the area or areas of dispute, to determine facts relating to the dispute, and to render a decision on any and all unresolved contract issues. The hearings shall be held at times, dates, and places to be established by the Special Magistrate in accordance with rules promulgated by the commission. * * *

F.S. §447.405 sets forth the factors to be given weight by the Special Magistrate in arriving at his recommended decision:

447.405 Factors to be considered by the Special Magistrate.—The Special Magistrate shall conduct the hearings and render recommended decisions with the objective of achieving a prompt, peaceful, and just settlement of disputes between the public employee organizations and the public employers. The factors, among others, to be given weight by the Special Magistrate in arriving at a recommended decision shall include:

(1) Comparison of the annual income of employment of the public employees in question with the annual income of employment maintained for the same or similar work of employees exhibiting like or similar skills under the same or similar working conditions in the local operating area involved.

(2) Comparison of the annual income of employment of the public employees in question with the annual income of employment of public employees in similar public employee governmental bodies of comparable size within the state.

(3) The interest and welfare of the public.

(4) Comparison of peculiarities of employment in regard to other trades or professions, specifically with respect to:

- (a) Hazards of employment.
- (b) Physical qualifications.
- (c) Educational qualifications.
- (d) Intellectual qualifications.
- (e) Job training and skills.
- (f) Retirement plans.
- (g) Sick leave.

(h) Job security.

(5) Availability of funds.

The Special Magistrate's duty is to issue a report containing findings of fact and recommendations on all issues in dispute. After the Special Magistrate issues a recommended decision, the parties must discuss the recommendation. After the discussion, the parties must accept or reject each recommendation. Each party must submit a recommendation to the legislative body on any rejected issues. In this case, the legislative body is the Orlando City Council. After a public hearing, the legislative body may act on each issue it deems in the best interests of all interested parties.

After the legislative action, a collective bargaining agreement is prepared that includes the terms agreed upon by the parties and the disputed terms that the legislative body resolved. The bargaining unit then conducts a ratification vote. If the bargaining unit votes to ratify the agreement, the collective bargaining process is concluded. If the bargaining unit rejects the agreement, the agreement becomes effective with the terms resolved by the legislative body. An agreement that becomes effective without ratification remains in effect for the remainder of the fiscal year. If the agreement is not ratified, the public employer and the Union must resume negotiations.¹

PRELIMINARY STATEMENT

Under Florida law, public employees have the right to select an employee organization, or Union, to represent them in negotiating wages, hours, and terms and conditions of employment. Service Employees Int'l Union (SEIU), Florida Public Services Union

¹ A Practical Handbook on Florida's Public Employment Collective Bargaining Law, PERC, (3rd edition, 2016).

(FPSU), Change To Win (CTW) (hereinafter referred to as “Union”) represents three bargaining units: a white-collar unit, a professional unit, and a supervisory unit. The bargaining units include approximately 1100 employees of the City of Orlando (hereinafter referred to as “City”). The bargaining units consist of:

[A] wide-range of white-collar, professional, and supervisory employees in bargaining units with approximately 500 classifications, including Auditor I, Auditor III, Cemetery Coordinator, City Clerk Aide, Civil Engineer I, Civil Engineer IV, Civilian Paramedic, Claims Supervisor, Code Enforcement Officer I, Code Enforcement Officer Supervisor, Crime Scene Investigator III, Emergency Communications Specialist III, Emergency Communications Shift Supervisor, Fire Prevention Inspector III, GIS Analyst I, GIS Analyst III, GIS Technician I, GIS Technician IV, Latent Print Examiner Senior, Payroll Coordinator, Planner I, Planner II, Sanitation Supervisor, Staff Assistant, Survey Party Chief – Certified, Systems Administrator III, Traffic Analyst I, and Traffic Safety Assistant Program Manager.²

The City has six other collective bargaining agreements with various groups of City employees. The City has three collective bargaining agreements with the IAFF: Firefighters, Emergency Communications, and the District Chief. It has two collective bargaining agreements with the FOP: one for police sergeants and officers and another for police lieutenants. It has a collective bargaining agreement with LIUNA covering blue-collar workers. Except for the collective bargaining agreement at issue in this impasse proceeding, the City completed negotiations for three-year contracts beginning in 2025.

The City and the Union were parties to a collective bargaining agreement that was in effect from October 1, 2022, to September 30, 2025. All three bargaining units are covered by the same collective bargaining agreement. The first negotiation session for a successor agreement occurred on April 16, 2025. The parties engaged in 23

² Union Post Hearing Brief @ 2-3.

additional sessions, with the last meeting occurring on January 13, 2026. During the sessions, the parties reached a tentative agreement on most issues. However, the parties were unable to agree on four issues.

The tentative agreements of the parties are hereby incorporated by reference into this report as recommendations. In addition, unless the Special Magistrate has recommended a change in the language of the prior agreement or the parties have tentatively agreed to a change, the Special Magistrate recommends that the language of the prior agreement be retained.

The proceedings before the Special Magistrate are part of the collective bargaining process. Under Florida law, when negotiations fail to produce an agreement on one or more disputed issues, either party may declare an impasse. On January 28, 2026, the Union declared an impasse to the Public Employees Relations Commission (PERC) under Florida State Statute 447.403. When a party declares an impasse, a Special Magistrate is appointed under PERC procedures.

On February 18, 2026, PERC appointed Charles W. Kohler as Special Magistrate to conduct impasse proceedings between the parties.

The Special Magistrate held a hearing on April 23, 2026. At the hearing, the parties presented documentary evidence and witness testimony. Both parties were afforded a full opportunity to cross-examine opposing witnesses. The City recorded the proceedings. A copy of the recording was provided to the Union and the Special Magistrate.

The parties agreed to file post-hearing briefs. The Special Magistrate closed the hearing on May 27, 2026, upon receipt of the briefs.

INTRODUCTION

The Special Magistrate favors retaining the current contract language unless one party has demonstrated a compelling need to change the status quo. The Special Magistrate is also of the opinion that major changes in language are best accomplished through negotiations between the parties.

The party proposing a change to the status quo must show that the current language no longer fulfills its original purpose. This can be demonstrated by showing a change in circumstances, such as technological advances or shifts in how work is performed. The need to change the status quo can also be demonstrated by showing that the current language has resulted in unfair or discriminatory treatment of employees.

The Special Magistrate has identified four key issues requiring resolution through all these impasse proceedings:

1. Article 13: Personal Leave/Sick Leave. The Union proposes increasing the 80-hour limit for buying down accrued leave to 120 hours, while maintaining the requirement that 20 hours remain after deductions. The City seeks to maintain the status quo.
2. Article 22: Discipline and Discharge. The Union seeks to eliminate the extenuating circumstances provision, which allows the disciplinary investigation timeline to be extended. The City opposes this change and seeks to maintain the current language.
3. Article 32: Pay Plan. The Union proposes a 6% increase in the first year, followed by 5% and 4% in subsequent years. The City counters with a 4%, 4%, 4% proposal. The Union seeks retroactive pay, while the City proposes that any pay increase take effect upon ratification.

4. Article 37: Duration. The City has proposed that the contract start upon ratification and continue until September 30, 2028, whereas the Union has proposed a three-year agreement starting October 1, 2025.

FINDINGS AND RECOMMENDATIONS OF THE SPECIAL MAGISTRATE

ARTICLE 13.10 PERSONAL LEAVE/SICK LEAVE

The first issue is section 13.10. It involves an employee's right to "buy down" unused personal leave and receive cash. Under the contract, employees get a certain number of hours of personal leave each year, depending upon their years of service. Employees receive between 136 and 216 hours of leave per year. Personal leave is provided in lieu of vacation, personal days, and sick leave.

Under the current agreement, an employee with at least 100 hours of personal leave may buy down 80 hours per year, provided at least 20 hours remain in their personal leave bank. Employees may accumulate up to 1000 hours.

The City proposes retaining the current language. The LIUNA bargaining unit, the civilian emergency communications personnel represented by the IAFF, and non-bargaining unit City employees are subject to the 80-hour-per-year maximum payout.

The Union proposes that employees be permitted to buy down 120 hours per year. This is an increase of 40 hours per year. The Union argues that employees have accrued leave and should therefore be allowed to receive cash for that time.

When employees buy accrued leave, they are paid at their current pay rate. Thus, an employee whose leave was accumulated several years ago, or prior to being

promoted, will receive a larger cash amount than they would have if they had used their leave when it was posted to their account. All personal leave must eventually be paid to an employee upon retirement or termination of the employment relationship. However, allowing the buydown permits them to receive cash earlier than they would if they waited until the end of the employment relationship.

Current language allows a department director to approve a buydown of more than 80 hours under extenuating circumstances. Thus, if there was an urgent need to exceed 80 hours, this would be an option. If the Union determines that the request to use additional leave for extenuating circumstances was unfairly denied, the Union can file a grievance.

The Union states that it conducted a survey to see how many employees would take 120 hours of buydown time. It states that only 80 of 1100 people responded to the survey. Based on employee responses, the Union concluded that about 88 employees would buy down 120 hours. The City prepared an exhibit showing the cost of the proposal. The City estimates that extending the maximum buy down to 120 hours will cost an additional \$247,800 in FY 2024-2025. The union contends that the cost of its proposal is \$159,990 in FY 2025-2026.

The City argues that the purpose of personal leave is to provide employees with time off work and is not intended to serve as a savings account or a means of supplementing salaries. It asserts that paid leave helps employee morale, increases productivity, and contributes to a more positive work experience. It is prudent for an employee to maintain sufficient leave in case they are unable to work for an extended period. It is also important to take time off work for personal pursuits.

The Union has not demonstrated a compelling need to change the status quo. Therefore, the Special Magistrate will recommend the retention of language from the prior contract.

Special Magistrate's Recommendation

The Special Magistrate rejects the Union's proposal regarding Article 13.10 and recommends retaining the current contract language:

13.10 Employees shall be allowed to “buy down” a maximum of eighty (80) hours of personal leave throughout the calendar year (except that an employee’s Department Director may approve a buy down of more than 80 hours for the calendar year for an employee with extenuating circumstances) provided they have at least one hundred (100) hours of leave accrued after the “buy down” and amount of “buy down is at least twenty (20) hours.

ARTICLE 22.1-DISCIPLINE AND DISCHARGE

Currently, bargaining unit members can be suspended for up to 30 days without pay while an investigation into major offenses is pending. Major offenses include stealing City property, conviction of a felony, fighting or threatening, reporting for duty under the influence of alcohol or drugs, and falsification of records.

The current agreement gives the City the right to extend the 30-day period under extenuating circumstances or with the Union's agreement. The Union wants to eliminate the “extenuating circumstances” option and allow the investigation to extend beyond 30 days only with the Union's permission.

The Union has presented no evidence to support its assertion that the City has abused its right to extend the 30-day investigation period. Further, if the Union believes that

the City has abused its discretion by extending the time of an investigation, it has the right to file a grievance asserting a violation of the agreement. The Union has not demonstrated a compelling reason to change the status quo.

The Special Magistrate agrees with the following position of the City regarding the need to retain the current language:

[A]n arbitrary 30-day timeline on all disciplinary investigations ignores the realities of a major offense investigation. Investigations often entail interviewing numerous individuals, both employees and non-employees. By necessity, when interviewing witnesses the City must work with the schedules of each witness, some of whom may be on vacation, FMLA, worker's compensation leave, maternity/paternity leave, military leave, and the like. For non-employee witnesses, the investigator must work with the witness' work and life schedule. Simply put, it is not always possible to conduct an investigation within an arbitrary 30-day timeline.

Likewise, in many instances there are potential or pending criminal charges involved, especially with alleged violations of major offenses. In that circumstance, the City may opt to allow the criminal investigation and/or criminal case to play out before finalizing the employment investigation and deciding on any discipline.³

The current language does not require the City to inform the Union of the reason for extending the investigatory period. Further, although the City alleges that its current practice is to place an employee on paid investigatory leave after 30 days, the contract contains no such requirement. The Special Magistrate recommends adding language to Article 22.1 to address these issues.

³ City Brief @ 16.

Special Magistrate's Recommendation

The Special Magistrate recommends the following language regarding Article 22.1.

22.1 Disciplinary action shall be impartially and consistently administered and, except for oral warnings, is to be in writing. Discipline shall not be administered without proper cause. Disciplinary action where leave use is a concern will be in accordance with the Utilization of Leave-Guidance Document negotiated and agreed to by the Union in the City of Orlando in this contract (See appendix B).

The City may remove an employee from duty (and pay status) pending the outcome of an investigation for violations of any major offenses as described in Article 22.2 (Discharge). The investigation shall not exceed 30 calendar days unless there are extenuating circumstances, or it is agreed upon by both the Union and the City. If the City desires to extend the investigation beyond 30 calendar days, it shall provide the Union with a detailed written notice explaining why additional time is needed. If the investigation extends beyond 30 days, the employee must be placed on paid leave.

ARTICLE 32-PAY PLAN

Section 32.1

The Union proposes an across-the-board wage increase of 6 percent retroactive to September 28, 2025, for all bargaining unit members. It proposes a 5 percent across-the-board wage increase effective September 27, 2026. It also proposes a 4 percent across-the-board pay increase effective September 26, 2027.

The City proposes a 4 percent across-the-board wage increase that would take effect in the first full pay period following ratification of the collective bargaining agreement. It proposes a 4 percent across-the-board wage increase effective September 27, 2026, and a 4 percent wage increase effective September 26, 2027.

The City's proposal also included a wage reopener if a constitutional amendment limiting ad valorem property tax revenues is passed. The City proposed the following language:

Should, during the effective dates of this Agreement as listed in Article 37 – Duration, a constitutional amendment be approved in the State of Florida modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, either party shall have the right, within sixty (60) days of the approval of the constitutional amendment, to immediately reopen Article 32 – Pay Plan for negotiation. Such reopening shall not permit reduction or modification of any other Article of this Agreement. Any adjustment agreed to through such reopening shall not result in less than a two percent (2%) COLA wage increase, each year, for bargaining unit members.

Arguments of the City

The data supporting the arguments regarding the City's wage proposals centers on comprehensive fiscal modeling, direct cost comparisons among competing proposals, and internal equity across City bargaining units.

The City's arguments are grounded in calculations performed by TrueComp software, which uses actual employee compensation data. This software accounts for a wide range of variables beyond base wages, including insurance and pension contributions, leave payments, overtime pay, holiday pay, shift differential pay, and callback pay. The City also considers compounding factors to accurately project future years' costs.

The data highlights a significant fiscal gap between the City's and the Union's proposals over the life of the collective bargaining agreement: the City's Proposal is projected to cost \$19.9 million. The breakdown of compounded costs per fiscal year is:

\$3,330,462 in FY2025-2026, \$6,643,253 in FY2026-2027, and \$9,948,918 in FY2027-2028:

The direct cost of the Union's proposal is approximately \$26.2 million, which is \$6 million more than the City's offer. The breakdown of compounded costs per fiscal year is as follows: \$4,933,839 in FY2025-2026, \$9,056,308 in FY2026-2027, and \$12,225,830 in FY2027-2028.

A critical piece of data supporting the City's opposition to the Union's proposal is the existence of "me too" clauses with other Unions, specifically LIUNA, and IAFF civilian communications personnel. If this bargaining unit receives an increase exceeding 4%, these other units are entitled to the same additional increase. When factoring in these "me too" obligations, the total cost of the Union's proposal reaches \$32,510,000.

The City provides data showing that its 4% - 4% - 4% proposal is consistent with the wage increases already established for all other employee groups except sworn firefighters. Identical 4% increases were afforded to LIUNA, IAFF civilian communications, FOP Officers/Sergeants, FOP Lieutenants, and non-bargaining unit employees. The single exception is sworn firefighters who received an 8% increase in FY2025-2026 to address unique recruitment and retention challenges.

Arguments of the Union

The data supporting the Union's arguments focus on comparative wage gaps, the City's robust financial standing, and the high qualifications and hazards associated with the bargaining unit's work.

The Union's primary argument is that City of Orlando employees are underpaid relative to their counterparts in comparable governmental entities (GCS Entities), such as the City of St. Petersburg, the City of Tampa, and Orange County.

In a sample of 29 classifications, the City of Tampa pays more than Orlando at both the minimum and maximum hourly rates across all comparable positions. Similarly, St. Petersburg pays more for all but one of the sampled classifications. Orange County pays higher minimum and maximum wages in 26 of the 29 comparable positions.

For example, Orlando's minimum for Civilian Paramedics is \$22.61 per hour, while Orange County's is \$25.26 per hour. For Fire Prevention Inspectors III, Orlando's minimum is \$28.28 per hour, compared with Orange County's \$38.15 per hour.

The Union noted that Orange County recently granted Paramedics and Fire Inspectors a 25% retroactive wage increase for fiscal year 2024/2025, followed by 5% increases in the next two years.

The Union argues that the City has sufficient funds to meet its proposals without financial strain. For fiscal year 2025/2026, the City's General Fund was budgeted for \$672,234,651 in revenues.

The City reported that General Fund revenues are expected to exceed the budgeted amount. Additionally, interest earned on collected revenue for FY 2025-2026 has already surpassed the year's interest budget.

The Union points out that departments such as the Building Code Fund have their own salaries and benefits funded by specific Special Revenue Funds, providing additional funding flexibility.

The City's own data cited inflation rates of 2.7% for 2025, 2.96% for 2026, and 2.64% for 2027. The Union contends that past wage increases have failed to keep pace with these rates.

The Union provided data to justify its pay proposals based on the peculiarities of their work. The bargaining unit includes jobs requiring elevated levels of education, including bachelor's degrees for positions like Auditors, Civil Engineers, and Systems Administrators. Many jobs require or prefer specialized certifications, such as Certified Public Accountant, Florida Fire Safety Inspector, and Survey Technician Level III.

Data on job descriptions highlights significant risks, including Crime Scene Investigators being exposed to bloodborne pathogens, dangerous chemicals, and decomposing bodies, and Civilian Paramedics performing life-saving procedures under extreme stress.

The Union argues that it lost ground during the last collective bargaining agreement due to rising costs of living. Under that agreement, the bargaining unit received annual wage increases of 6 percent, 5 percent, and 4 percent. Some employees also received an equity adjustment. The Union asserts that higher pay is needed to retain employees, especially those who deal with the public.

Discussion

The primary argument in support of the City's 4% per year proposal is that it is the pay increase that almost all other bargaining units agreed to. The single exception is sworn firefighters, who received an 8% increase in FY2025-2026 specifically to address unique recruitment and retention challenges.

Even the police received only a 4% annual wage increase. It is undisputed that recruiting police officers has been a problem, given the wave of anti-police sentiment that has persisted since 2020. For this reason, the FOP units were given a wage adjustment in 2024. The City has attended police recruiting events in several large out-of-state cities. Thus, it is not unusual for police officers to receive significantly larger raises than civilian employees to retain current officers and attract new officers. In contrast, there is no evidence that the City has had any difficulty retaining current employees or recruiting new employees for the bargaining units represented by the Union.

The Union has presented wage information from Tampa, St. Petersburg, and Orange County. It reviewed 30 of 488 job classifications in the bargaining unit to similar classifications in other jurisdictions. Its information was based on collective bargaining agreements and other public records. This limited information makes it difficult to make any meaningful comparisons.

The City retained Evergreen Solutions, LLC (“Evergreen”), which specializes in public-sector human resource issues, to conduct a market analysis of across-the-board increases offered by comparable employers. Data from the study are included on page 14 of City Exhibit 1. The exhibit shows that no other comparable employer was providing wage increases at the level proposed by the Union. Many comparable employers implemented wage increases lower than the City of Orlando’s proposed 4% annual increases.

Many of the cities surveyed do not have populations similar to Orlando's. However, the survey included the large metropolitan cities of Tampa and Jacksonville. Civilian employees in Jacksonville received a 4 percent wage increase in 2025, a 3 percent wage increase in 2026, and an additional 3 percent in 2027. Employees in Tampa received a 4 percent wage increase in 2025 and an additional 4 percent in 2026.

Evergreen also presented consumer price index data on page 15 of City Exhibit 1. The data is from the Congressional Budget Office's Economic Program Projections. It shows that actual inflation in 2025 was 2.7%, and that projected inflation for 2026, 2027, and 2028 is below 3%.

The Special Magistrate has considered the Union's argument comparing bargaining-unit wages with wages in other jurisdictions. The use of comparative data from other jurisdictions is helpful in impasse proceedings involving employee groups such as firefighters and law enforcement employees. Firefighters and police officers, for example, perform similar work in every jurisdiction. However, there is no comparable data for a bargaining unit of 1100 employees with 488 job classifications.

The Union addressed the "peculiarities of employment"⁴ of bargaining unit members. These peculiarities include employment hazards, physical qualifications, educational qualifications, job training, and skills. It argues that these peculiarities justify an increase in pay. The peculiarities would be relevant if there were a change in any of the them, such as increased educational qualifications, increased work hazards, or increased physical qualifications. In the event of changes to job requirements, a pay

⁴ See F. S. §447.405 (4).

raise may be justified. However, there is no evidence of any changes in particularities that would warrant a significant pay increase.

While the evidence presented by the Union suggests that there are some disparities in certain job classifications, the Special Magistrate notes that the Union has not proposed wage adjustments for any specific classification, except civilian paramedics. For all other classifications, it has proposed only across-the-board pay increases.

Special Magistrate's Recommendation

The Special Magistrate believes that the City's proposal of a 4 percent increase for each year of the collective bargaining agreement will achieve a just settlement of the wage-rate impasse. The City's proposal provides the same wage increase afforded to almost every other City employee for 2025 – 2028. This use of internal wage rates is supported by the following quotation from *How Arbitration Works*:

[A]rbitrators look first to internal wage settlement patterns. If no clear pattern of percentage increases is observed, they next look at external comparability factors, followed by the cost-of-living and ability-to-pay criteria.⁵

The pay increases for the other bargaining units and non-represented City employees are set forth in the following chart:

⁵ How Arbitration Works, Elkouri and Elkouri (May, ed., BNA Books, 7th ed. 2012), at 22-64, citing Dell'omo, *Wage Disputes in Interest Arbitration: Arbitrators Weigh the Criteria*, 44 *Arbitration Journal* 4,8 (1989).

Wage Increases for City Employee Groups 2025-2028⁶

Group	Year 1	Year 2	Year 3
LIUNA	4%	4%	4%
Non-Bargaining unit	4%	4%	4%
Fire Communications	4%	4%	4%
IAFF Main Unit	8%	4%	4%
IAFF Dist. Comm.	8%	4%	4%
FOP Officers & Sgts	4%	4%	4%
FOP Lieutenants	4%	4%	4%

⁶ Data from City Ex. 1, Pg. 16.

To provide a fair settlement of the wage issue, the 4 percent wage increase for the first year of the collective bargaining agreement must be retroactive to the beginning of the payroll period that includes the agreement's effective date. There is no evidence that any of the other employee groups that received a 4 percent wage increase were denied retroactivity. Employees should not be penalized because of the extended length of negotiations.

An effort is underway in Florida to place a constitutional amendment on the ballot that would significantly reduce property tax revenue. If voters approve an amendment that modifies the ad valorem property tax provisions of Article VII of the Florida Constitution, the City's property tax revenue would be significantly reduced. The Budget in Brief for 2025/2026 (Union Ex. 48) states that 48.6 percent of general fund revenue comes from ad valorem taxes. Therefore, to protect the City's financial stability, wage rates should be subject to a reopener if the ad valorem tax is modified.

The Union opposes the reopener language. However, the Union also states that any reopener should be limited to Articles 32.1 (A), (B), and (C). Since these provisions set forth wage increases, it is appropriate to limit the reopener to them.

The Special Magistrate recommends that Article 32.1 of the new collective bargaining agreement provide as follows:

32.1 Base wage ranges for each bargaining unit employee in job classifications contained in Appendix A, B, and C of this Agreement shall be as listed in Appendix E of this Agreement.

Should, during the effective dates of this Agreement as listed in Article 37 – Duration, a constitutional amendment be approved in the State of Florida modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, either party shall have the right, within sixty (60) days of the approval of the constitutional amendment, to immediately reopen Articles 32.1 (A), (B), and (C) all for negotiation. Such reopening

shall not permit reduction or modification of any other Article of this Agreement. Any adjustment agreed to through such reopening shall not result in less than a two percent (2%) COLA wage increase, each year, for bargaining unit members.

A. Effective September 28, 2025, each bargaining unit employee's base pay will increase by 4%. If the increase in pay would result in a computed pay rate over the maximum of the applicable grade range, the maximum will apply, and any remaining difference will be paid in the form of a pensionable lump sum.

B. Effective September 27, 2026, each bargaining unit employee's base pay will increase by 4%. If the increase in pay would result in a computed pay rate over the maximum of the applicable grade range, the maximum will apply, and any remaining difference will be paid in the form of a pensionable lump sum.

C. Effective September 26, 2027, each bargaining unit employee's base pay will increase by 4%. If the increase in pay would result in a computed pay rate over the maximum of the applicable grade range, the maximum will apply, and any remaining difference will be paid in the form of a pensionable lump sum.

Article 32.5 Promotional Pay Adjustments

Article 32.5 currently provides as follows:

A promotion is the movement of an employee from one classification to another classification covered by this Agreement, with a wage grade higher than the employee's current classification. If an employee is promoted the employee will receive no less than a seven percent (7%) increase in base pay per pay grade of progression or the appropriate increase in accordance with City policy 808.5.

The Union proposes removing references to City Policy 808.5 from the collective bargaining agreement and instead advocating a standardized 7% promotional pay increase per pay grade.

The City proposes maintaining the status quo by including City Policy 808.5 in the language.

Arguments of the City.

City Policy 808.5. utilizes a formula based on the differential between the midpoints of the employee's current and new pay grades, or the new grade's minimum, whichever is greater. Under current policy, promotional increases are capped at a maximum of 25% and a minimum of 7%.

The City's current methodology, developed by a consulting firm, is considered the best practice for public employers. The calculation is designed to align compensation with the specific increase in responsibilities associated with a new grade. Furthermore, this policy is applied consistently across all City employees.

Arguments of the Union

If an employee is promoted to a classification that moves them up one pay grade, the employee is guaranteed a 7% pay increase. However, if an employee is promoted to a classification that is two or more pay grades above their current pay grade, the employee does not receive a 7% increase for each pay grade moved up. Instead, City Policy 808.5 applies. The policy uses a complicated formula that yields a percentage increase lower than 7% per pay grade. The Union contends that employees promoted internally should receive a 7% increase for each pay grade.

Discussion

To justify a change to the status quo, compelling evidence is required that the current language is no longer appropriate. The Union has presented no examples showing that Policy 808.5 has been applied unfairly to employees promoted two or more pay

grades. Therefore, the Special Magistrate finds that there is insufficient evidence to recommend a change in the status quo.

Special Magistrate's Recommendation

The Special Magistrate recommends the retention of the current language for Article 32.5:

A promotion is the movement of an employee from one classification to another classification covered by this Agreement, with a wage grade higher than the employee's current classification. If an employee is promoted the employee will receive no less than a seven percent (7%) increase in base pay per pay grade of progression or the appropriate increase in accordance with City policy 808.5.

Section 32.12 - Field Training Officer (FTO) Compensation

This section provides additional compensation while an employee is assigned as an FTO. Currently, an employee working an eight-hour shift receives an additional \$10.00 per day, an employee working a 10-hour shift receives an additional \$12.50 per pay, and an employee working a 12-hour shift receives an additional \$14.00 per day.

The Union proposes increases to \$20.00, \$25.00, and \$28.00 per day for employees on 8, 10, or 12 hour shifts.

The City proposes maintaining the current language. It asserts that, during negotiations, the City agreed to various proposals from the Union that resulted in increased costs to the City. The City agreed to increase shift differentials from \$1.00 per hour to \$1.25 per hour. The City also agreed to increase emergency conditions pay from \$75 per day to \$100 per day.

The City argues that the Union failed to present any evidence establishing a need for the requested increase in FTO pay. It did not provide any comparative data supporting an increase.

Discussion

The Special Magistrate agrees with the City. The Union has presented no data demonstrating a need for an increase in FTO compensation. Further, there is no evidence that the City has had any difficulty attracting employees to serve as FTOs at the current compensation rate.

Special Magistrate's Recommendation

The Special Magistrate recommends the retention of the current language for Article 32.12 - Field Training Officer (FTO) Compensation:

32.12 Bargaining unit employees who are assigned as Field Training Officers (FTO) shall be compensated at the rate of \$10.00 per day for those working eight (8) hour shifts and \$12.50 per day for those working ten (10) hour shifts and \$14.00 for those working a twelve (12) hour shifts each day they perform the duties as a Field Training Officer or Field Training Officer Supervisor.

Positions eligible for the training pay:

Crime Scene Investigator Supervisor

Crime Scene Investigator I, II, and III

Community Service Officer Supervisor

Community Service Officer I, II, and III

Emergency Communications Shift Supervisor

Emergency Communications Specialist I, II, III

Civilian Transport Employees

Civilian Paramedic Pay Grade Adjustment - Implementation of the JAT study

The Union proposes the following provision:

The following are items that are being agreed to, but shall not be incorporated into the collective bargaining agreement:

Effective September 28, 2025, the position of Civilian Paramedic will be moved from S16 to S14. Also effective on the same date, all positional movements will occur that were identified in the JAT study, except for those that impacted the career ladders.

Arguments of the Union

The Union contends that the Civilian Paramedic pay grade should be upgraded by two pay grades. The Union asserts that the proposal will address the City's severe underpayment of its Civilian Paramedics compared to other government entities.

Arguments of the City

The City has proposed to upgrade the position by one pay grade. The City asserts that a pay grade increase from S16 to S15 would place the paramedics in a grade with similar positions. It argues that, if the paramedic is upgraded by two pay grades, the paramedic position would be an outlier among other positions within Pay Grade S14. Positions within Pay Grade S14 include supervisors and managers. The educational and experience requirements for positions within Pay Grade S14 are not comparable to those for the paramedic position.

Discussion

Approximately two years ago, the City retained Evergreen to review and analyze all civilian positions throughout the City to assess whether positions were properly classified. Based on their assessment, Evergreen recommended that various classifications be reclassified into higher-paid pay grades. The parties refer to the Evergreen study as the "JAT study" or "Job Assessment Tool."

The City presented the JAT study to each of its Unions in early 2025 and proposed to implement the recommendations. All unions representing civilian employees agreed to implement the upgrades.

The parties agreed that the Civilian Paramedic position upgrade should be coupled with the implementation of all other position upgrades recommended by the JAT study, except for any career ladder recommendations.

The Union has presented evidence to support its argument that Civilian Paramedics in the bargaining unit are severely underpaid. Union Exhibit 14 contains a document showing the wages for Civilian Paramedics in various jurisdictions. In St. Petersburg, a Civilian Paramedic has a minimum hourly pay rate of \$26.40 and a maximum of \$42.10. In Tampa, Civilian Paramedics have a minimum hourly pay rate of \$37.20 and a maximum of \$64.25. In Orlando, a Civilian Paramedic has a minimum hourly pay rate of \$22.61 and a maximum of \$35.05. Wages for paramedics in Orange County are currently being negotiated. According to a Union witness's testimony, paramedics in Orange County are expected to receive substantial wage increases, resulting in pay rates significantly higher than those in Orlando.

Based on the evidence presented by the Union demonstrating that civilian paramedics are significantly underpaid, the Special Magistrate will recommend the Union's proposal.

Special Magistrate's Recommendation

The Special Magistrate will recommend the Union's proposal for the Civilian Paramedic, as follows:

The following are items that are being agreed to, but shall not be incorporated into the collective bargaining agreement:

Effective September 28, 2025, the position of Civilian Paramedic will be moved from S16 to S14. Also effective on the same date, all positional movements will occur that were identified in the JAT study, except for those that impacted the career ladders.

Article 32, Section 32.15 – Meal Stipend

The Union proposes the following language:

If OPD civilian positions of Police Emergency Communications Specialists, Emergency Communications Shift Supervisor or OFD civilian Emergency Communications Shift Supervisor is mandated to stay past their original shift end time by 4 hours or more and did not have advance notice of this prior to the start of their shift, they will be given a meal stipend of \$15.00.

Special Magistrate’s Recommendation

The City does not object to this proposal. Therefore, the Special Magistrate will recommend its inclusion in the collective bargaining agreement.

Article 37 (Duration), Section 37.1

The Union proposes that the duration of the successor agreement be for three (3) years beginning October 1, 2025, and expiring September 30, 2028.

The City proposed that the collective bargaining agreement’s term run prospectively from the first day of the first full pay following ratification until September 30, 2028.

Discussion

The previous collective bargaining agreement expired on September 30, 2025. If the Special Magistrate adopted the City's proposal, the new collective bargaining agreement would not take effect until at least June 2026. This could create confusion

about issues that may arise between September 30, 2025, and the ratification of the new agreement.

The Special Magistrate has already determined that the effective date of increased wage rates should be based on a collective bargaining agreement beginning October 1, 2025. Thus, for consistency, the collective bargaining agreement should also be effective October 1, 2025. All other collective bargaining agreements in the City have an effective date of October 1, 2025.

Special Magistrate’s Recommendation

The Special Magistrate believes that the best practice is to have continuity in collective bargaining agreements. That is, a new collective bargaining agreement should take effect immediately upon the expiration of the prior agreement. Therefore, the Special Magistrate will recommend the proposal of the Union for Article 37.1.

This Agreement shall take effect October 1, 2025, subject to ratification by the Union and approval by City Council and shall continue in full force and effect until midnight, September 30, 2028, and shall supersede the current collective bargaining agreement between the parties.

The above recommendations are respectfully submitted to the parties for their consideration. In arriving at these recommendations, the Special Magistrate has considered the factors listed in F.S. §447.405. The Special Magistrate has also considered various other factors as permitted by the statute:

Charles W. Kohler, Special Magistrate

CERTIFICATE OF SERVICE

I do hereby certify that on this 10th day of June 2026, a copy of the foregoing Recommended Decision was served upon the following parties by registered mail, return receipt requested:

Charles W. Kohler, Special Magistrate

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