



## COLLECTIVE BARGAINING AGREEMENT

St. Johns County  
Professional Firefighters and Paramedics  
IAFF, Local #3865  
Supervisory Unit  
And  
St. Johns County Board of County Commissioners  
2025- 2028

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## PREAMBLE

This Agreement made and entered into this 18<sup>th</sup> day of August, by and between the St. Johns County Board of County Commissioners, hereinafter referred to as the County or Board and the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, hereinafter referred to as the Union.

WITNESS TO:

**WHEREAS**, it is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, wages, hours of employment, and other conditions of employment, to increase the efficiency and productivity of employees in the bargaining unit, to ensure that the County retains the right to operate the County government effectively in a responsible and efficient manner, to provide for prompt and fair settlement of grievances without any interruption of or other interferences with the operation of the Fire/Rescue Department (hereinafter the Department); and

**WHEREAS**, the parties recognize and agree that the health and safety concerns of the citizens of the County dictate that the best service possible is expected from the County and from all bargaining unit employees at all times;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree that their objective is for the good and welfare of the County and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The County and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.1** The County recognizes the Union as the sole and exclusive bargaining agent, for purposes of establishing wages, hours, terms and conditions of employment for all regular full- time employees (those employees regularly scheduled to work more than thirty [30] hours per week) in the classifications of Firefighter/Captain and Firefighter/Battalion Chief, and excludes all other positions within the Department.

The above-described bargaining unit covered by this Agreement was certified by the Public Employees Relations Commission on December 28, 2010, under Certification No. 1753. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized.

All references to employees in the male gender of this Agreement are used for convenience only and should be interpreted to include both male and female.

All references to any policy, SOP, SOG, rule or regulation anywhere within the CBA shall be interpreted to mean the version in effect on the date of the ratification of the agreement.

**ARTICLE 2**  
**UNION REPRESENTATIVES**

**Section 2.1** The Union will provide the County the names and titles of its current officers and representatives in writing. Any time there is a change the Union will provide the County in writing notice of such change within fourteen (14) business days.

**ARTICLE 3**  
**UNION ACTIVITIES**

**Section 3.1** Bargaining unit employees shall have the right to form, join, and participate in or to refrain from joining or participating in the Union. Bargaining unit employees shall also have the right to engage in concerted activities not prohibited by law. Furthermore, bargaining unit employees shall have the right to refrain from engaging in such activities.

**Section 3.2** With the approval of the Fire Chief or his designee, bargaining unit employees shall be allowed to engage in charitable activities while on duty.

**Section 3.3** On duty members may participate in Union functions, so long as it does not interfere with department operations and is approved by the Fire Chief or his designee.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 4.1** Except as otherwise specifically limited in this Agreement, the County has the sole and exclusive right to exercise all rights and functions of management.

**Section 4.2** These powers include but are not limited to:

- a) To determine unilaterally the purpose of the Department.
- b) To set standards of services to be offered to the public by the Department.
- c) To exercise control and discretion over the Department's organization and operations.
- d) To select and direct employees.
- e) To take disciplinary action against employees for proper cause.
- f) To relieve employees from duty because of lack of work, lack of funds or for other legitimate reasons.
- g) To determine the size of the Department.
- h) To take steps necessary, consistent with the terms of this Agreement, to accommodate a qualified applicant or employee with a disability.
- i) To assign and reassign employees to perform tasks that are within the scope of basic employment duties they are hired to perform.
- j) To determine the number, location and type of its operations, functions and services.
- k) To discontinue the conduct of any operation, function or service, in whole or in part.
- l) To abolish job classifications and to create new job classifications.
- m) To subcontract its services.
- n) To establish rules and regulations, operating procedures and guidelines, and safety regulations.

**Section 4.3** The County's failure to exercise any right hereby reserved to it, or its exercising of any right in a particular way, shall not be deemed a waiver of its right to exercise such right, nor preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**Section 4.4** If, in the sole discretion of the Board of County Commissioners or the County Administrator, it is determined that extreme civil emergency conditions exist — including, but not limited to, riots, civil disorder, hurricane conditions, floods, or other similar catastrophes — the provisions of this Agreement may be suspended by the Board or the County Administrator for the duration of the declared emergency. However, wage rates and monetary fringe benefits shall not be suspended. In the event of such a suspension, the County Administrator or designee shall promptly notify the Fire Chief and the Union President in writing of the specific Articles and/or Sections of the Agreement that are being suspended.

Section 4.5 The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement in force, with the exception of such provisions suspended during a declared emergency.

## ARTICLE 5

### PAYROLL DEDUCTION OF DUES

**Section 5.1** Upon receipt of a written authorization from an employee in the form set forth in Appendix A, the County will deduct from the employee's pay the amount the employee owes the Union for dues and other assessments. This provision will provide for bi-weekly deductions. The County will remit the amount deducted to the Union within thirty (30) calendar days. The Union will certify changes in the Union membership dues rate by notifying the County in writing at least thirty (30) calendar days in advance of the effective date of such change. The Union's certification will include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief.

**Section 5.2** Upon receipt of a written authorization from an employee in the form set forth in Appendix C, the County will deduct from the employee's pay the amount the employee owes the Union for Benevolent Fund Dues. This provision will provide for bi-weekly deductions added with the Union dues and other assessments deduction. The County will remit the amount deducted to the Union within thirty (30) calendar days. The Union will certify changes in the Benevolent Fund Dues rate by notifying the County in writing at least thirty (30) calendar days in advance of the effective date of such change. The Union's certification will include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief.

**Section 5.3** No deduction will be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. The County will not be responsible for refunds to the employee if the employee has duplicated a check-off deduction by direct payment to the Union. An employee may revoke his authorization for Union dues deduction by filling out the Authorization for Revocation of Union Dues form (Appendix B). The deduction of dues will be revoked within thirty (30) calendar days following receipt of the written notice by both the County and Local #3865 and will be processed on the next effective pay period. An employee may also revoke his authorization for Benevolent Fund dues deduction by filling out the Authorization for Revocation of Benevolent Fund Dues form (Appendix D). The deduction of Benevolent Fund Dues will be revoked within thirty (30) calendar days following receipt of the written notice by both the County and Local #3865 and will be processed on the next effective pay period.

**Section 5.4** The Union will indemnify, defend, and hold the County harmless against any claim made and against any suit instituted against the County on account of any deduction for Union dues or Benevolent Fund Dues.

## ARTICLE 6

### GRIEVANCE AND ARBITRATION PROCEDURE

**Section 6.1** For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit employee or group of bargaining unit employees may have that the County has violated a provision of this Agreement. A Grievant is defined as a bargaining unit employee, group of bargaining unit employees collectively or the Union who has filed a grievance.

**Section 6.2** A grievance may be taken up during the working time of the Grievant as long as it does not impinge upon emergency situations or job duties. A “business day” as referred to in this article is defined as Monday through Friday excluding holidays as approved by the Board.

**Section 6.3** All grievances must be reduced to writing into the format of either electronic mail or a written document and must be signed by the Grievant(s). The first attempt will be via electronic mail using the County’s email system as the designation point, but in the event where electronic mail cannot be utilized, the grievance will be reduced to writing and presented in person in accordance with section 6.4. The department officer receiving the grievance will provide a receipt of notification, preferably via electronic mail using the County’s email system as the designation point, to the Grievant or in the case of a group grievance the individual presenting the grievance. In the case of a Union grievance the Union officer who filed the grievance will be notified. The County shall notify the Union President or designee of the grievance.

In the event the County’s electronic mail is not available then the Grievant will be notified via a telephone call within two (2) business days from receipt of written grievance. If the grievance is filed on a weekend or on a County holiday, the timeline will not start until the next business day after the grievance was presented. All grievances must contain the following information:

- a) The specific Article(s) and Section(s) of the Agreement alleged to have been violated by the County;
- b) A statement of the grievance, giving a description of the facts, dates and times of the events involved in the alleged violation, and the specific remedy desired by the Grievant;
- c) If the grievance is filed via electronic mail using the County’s email system as the designation point, the sender (author) of the electronic mail shall be deemed to have met the signature requirements of section 6.3. All Union grievances must be emailed from a Union officer and carbon copied to a second Union officer, and then sent to the Administrator on Call, to meet the electronic signature requirements.

Failure of the Grievant to comply with the requirements of this section shall result in the County having to take no further action on the grievance.

**Section 6.4** All grievances shall be processed in accordance with the following procedure. All responses from either the Grievant or Administration shall be made in writing and all parties involved, including the Union, shall be notified by email that a response has been sent.

**Step 1** The Grievant shall present the grievance to the department officer designated as Administrator on Call within ten (10) business days of the time the employee(s) or the Union knew or should have known of the alleged violation of the Agreement. The Administrator on Call shall forward the grievance to the Fire Chief or his designee who may, at his discretion, conduct a meeting with the Grievant and a Union Representative. The Fire Chief or his designee shall notify the Grievant, and the Union, of the

Department's decision within ten (10) business days from the date the grievance was presented. In the event the Administrator on Call is not designated, the grievance should be presented to the Fire Chief or his designee.

**Step 2** If the grievance is not settled at the first step, the Grievant within fifteen (15) business days from the date of notification of decision from the Fire Chief or designee who received the grievance shall present the written grievance to the County Administrator or his designee. The County Administrator or his designee shall review the alleged grievance and shall within fifteen (15) business days of receipt of the written grievance conduct a meeting with the Grievant and a Union representative. The County Administrator or his designee shall notify the Grievant, and the Union, in writing of his decision no later than fifteen (15) business days subsequent to the date the meeting was held by the County Administrator or his designee.

**Step 3** If a grievance, as defined in this Article, has not been satisfactorily resolved within the Grievance Procedure, the Union may request arbitration by placing the request for arbitration in writing to the St. Johns County Human Resources Director no later than fifteen (15) business days from the date of the County Administrator or his designee decision.

**Section 6.5** Whenever the Union requests arbitration in accordance with the provisions of Section 6.4, the parties shall attempt to agree upon an impartial individual to act as arbitrator within fourteen (14) business days following appeal to arbitration. If an impartial individual cannot be mutually agreed upon within fourteen (14) business days following appeal to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list, with the Union striking first in contract interpretation grievances and the County striking first in disciplinary grievances.

**Section 6.6** The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement.

**Section 6.7** There shall be no appeal from the Arbitrator's decision unless allowed by law; it shall be final and binding on the Union and on all bargaining unit employees and on the County provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction and authority or is not in violation of public policy. The authority and responsibility of the County, as provided by Federal and/or Florida law, shall not be usurped in any matter.

**Section 6.8** The Arbitrator will divide the cost of his services between the parties. Each side will pay its own representative and witnesses. Costs associated with the appearance fee of the court reporter (if utilized) and the arbitrator's copy of the transcript (if requested) shall be divided equally between the parties, however either side desiring a transcript will pay for it.

**Section 6.9** It is the mutual desire of the County and the Union that grievances shall be addressed as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received, shall not be counted. Failure of the County to observe the time limits for any step in the grievance procedure without a mutually agreed upon written extension of time shall entitle the Grievant to advance the grievance to the next step. Failure of the Grievant to observe the time limits for any step in the grievance procedure without a mutually agreed upon written extension of time shall entitle the County to dismiss the grievance.

## ARTICLE 7

### HOURS OF WORK AND OVERTIME

**Section 7.1 (A)** The basic work period for bargaining unit employees in certain classifications will consist of a fourteen (14) day work period and the tour of duty will be twenty-four (24) hours on and forty-eight (48) hours off equating to 2912 hours per year.

For example:

| Mon  | Tue  | Wed  | Thurs | Fri  | Sat  | Sun  |
|------|------|------|-------|------|------|------|
| [1]  | 2    | 3    | [4]   | 5    | 6    | [7]  |
| 8    | 9    | [10] | 11    | 12   | [13] | 14   |
| 15   | [16] | 17   | 18    | [19] | 20   | 21   |
| [22] | 23   | 24   | [25]  | 26   | 27   | [28] |

[ ] = 24 on duty

#### Battalion Chief

As exempt employees, Battalion Chiefs will be paid an annual salary. The regular Battalion Chief schedule is an average of one hundred and twelve (112) hours in a fourteen (14) day work period. As salaried, exempt employees, Battalion Chiefs are ineligible for extra pay for any additional hours worked beyond their regular schedule. The Union acknowledges that the hours of work and work schedules of Battalion Chiefs are subject to change and any such changes will not result in additional compensation.

#### Captain

Hours worked in an amount less than or equal to one hundred and six (106) in a fourteen (14) day work period which are assigned by the County shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred and six (106) in a fourteen (14) day work period which are assigned by the County shall be compensated at time and one-half (1 ½ times) the employee's regular rate of pay.

**Section 7.2** The basic work period for bargaining unit employees in certain classifications will consist of a forty (40) hour, seven (7) day work period. Hours worked in excess of forty (40) hours in the seven (7) day work period will entitle the employee to overtime. Overtime shall be compensated at the rate of time and one-half (1 ½ times) the employee's regular rate of pay.

**Section 7.3** Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Paid holidays, paid leave, and other premium payments under this Agreement shall not be included as hours worked for purposes of overtime payment unless dictated by applicable law. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

**Section 7.4** Should an employee voluntarily switch shifts with another employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the County in the calculation of the hours for which the employee is entitled to

overtime compensation unless dictated by applicable law. All such trading shall be in accordance with policy and this Agreement.

**Section 7.5** No employee shall authorize overtime for himself or any other employee, but shall be entitled to overtime work as assigned or authorized by the County. It is understood that the County has the right to schedule overtime work as needed, and in a manner most advantageous to the County. Whenever practical an overtime roster system will be used when assigning overtime work.

**Section 7.6** All employees covered by this Agreement shall be required to report to work on time, shall not leave the job until relieved, and shall be prompt in reporting to their assigned duties.

**Section 7.7** The shifts, workdays and hours which employees are assigned shall be stated on the departmental work schedule. Employees covered by this Agreement shall be given notice as far in advance as is reasonably practicable of any change in their regular duty assignment.

**Section 7.8** A Captain called back to work after having been relieved and having left the assigned work station or called in before his regular scheduled work time shall be paid the actual time worked at the appropriate rate but shall receive a minimum of two (2) hour's pay. Any employee who accepts an Extra Duty assignment that is cancelled or reduced in time within twenty (20) hours of the start time shall be paid the actual time worked at the appropriate rate, but shall receive a minimum of two (2) hour's pay.

**Section 7.9** A Captain who is selected for mandatory overtime, or voluntarily works for an employee who has been selected, shall be compensated at time and one-half (1½ times) the employee's regular rate of pay, whether or not the one-hundred and six (106) hour FLSA threshold for overtime has been met. The employee that voluntarily works for the other employee will not have their placement on the list adjusted. Any employee who is mandatorily held-over late due to late calls and late relief shall be paid overtime in 1 hour increments, rounding up to the nearest full hour, example: 1 hour and 5 minutes will be rounded up to 2 hours.

**Section 7.10** The parties agree that the current practice of using a rotation list to distribute overtime is accepted, along with current guidelines.

**Section 7.11** The parties agree to use the electronic scheduling program to facilitate the distribution of overtime.

**Section 7.12** Effective October 1, 2026, all bargaining unit members will annually receive four (4) Mental Health Wellness days to be taken in accordance with the County's Leave Policies, the CBA and/or any Department SOPs or SOGs governing the use of leave during the year. These four (4) Mental Health Wellness days cannot be rolled over or accumulated in subsequent years and are of a "use it or lose it" nature. There is no cash value for these days if they are not used. These four (4) Mental Health Wellness days will remain *status quo* unless and until the parties agree to an alternative work schedule in the CBA.

**Section 7.13** Effective January 1, 2027, the Parties agree to reopen Article 7 (Hours of Work) to specifically negotiate the implementation of a six (6) week "Kelly Day."

**ARTICLE 8**  
**PROBATIONARY PERIOD**

**Section 8.1** Any employee who is promoted shall be considered as a promotional probationary employee, and must successfully complete a promotional probationary period before being regularly appointed to the new or related position classification.

**Section 8.2** The probationary period for promotional probationary employees shall be six (6) months of continuous, uninterrupted employment.

**Section 8.3** If the promotional probationary employee fails to demonstrate that he can completely perform the job within the promotional probationary period, the County will determine if the employee will receive a one-time extension of the probationary period up to an additional six (6) months or return the employee to his former position classification, without any loss of Department or Time in Position seniority.

**Section 8.4** Demotions: An employee who has been demoted by administrative action or who voluntarily steps down while under investigation shall be considered as a probationary employee and must successfully complete a probationary period of one (1) year. The employee's department seniority will remain the same and his time in position seniority will be adjusted back to the seniority the employee had just prior to his promotion. An employee who is demoted while on promotional probation, as defined in section 8.2, shall not be subject to the additional one (1) year of probation.

## **ARTICLE 9**

### **PROMOTION**

**Section 9.1** A single Promotional Committees will be established for the purpose of creating promotional list(s) and developing testing standards to ensure the same criteria and standardized format are used for scoring each applicant. The committee shall serve a minimum two-year term and shall consist of the following representatives: Department Administration (2), Human Resources (1), Union Representative chosen by the Union (1), and (1) Officer/Engineer (one rank above the position being tested) drawn from a list approved by Administration and the Union. Any changes to the committee's roster must be agreed upon by the Fire Chief and Union President.

**Section 9.2** Requirements for Promotional Testing: There will be a separate promotional test administered for Engineer and Lieutenant, with separate promotional lists created in accordance with Section 9.8.

The following minimum requirements shall be met prior to being eligible to sit for a promotional exam. To be eligible to take a promotional exam, the applicant must currently occupy the position one rank below the rank he is testing for.

All seniority points awarded shall be calculated in accordance with the provision of Article 13 of this agreement.

#### **Captain**

1. Five (5) years' progressive, responsible experience in an emergency services agency, including three (3) continuous years of service immediately preceding the testing date in the position of Lieutenant-Fire Rescue with St. Johns County.
2. Associate's degree preferred
3. Florida Firefighting Certificate of Compliance
4. Florida State certified Paramedic
5. Florida State certified Fire Officer I
6. 1-300 course (or similarly lettered "300" course), Intermediate Incident Command System for Expanding Incidents
7. 1-400 course (or similarly lettered "400" course), Advanced Incident Command System Command and General Staff: Complex Incidents

#### **Battalion Chief**

1. Six (6) years' progressive, responsible experience in an emergency services agency, including three (3) continuous years of service immediately preceding the testing date in the position of Captain-Fire Rescue with St. Johns County Fire Rescue
2. Bachelor's degree preferred
3. Florida Firefighting Certificate of Compliance
4. Florida State certified Paramedic

5. Florida State certified Fire Officer I
6. One (1) of the following L-900 series position specific classes
  - L-950 NIMS ICS All Hazards Incident Commander
  - L-954 Safety Officer (SOFR) on an All-Hazards Incident Management Team
  - L-958 NIMS JCS All-Hazards Position Specific Operations Section Chief (OSC)
  - L-960 NIMS ICS All-Hazards Division and Group Supervisor
  - L-962 NIMS ICS All-Hazards Planning Section Chief (PSC)
  - L-984 Strike Team/Task Force

**Section 9.3** Captain Promotional Test: Promotional examinations for Captain shall be administered by the Department and scored using the following criteria:

1. 100% Multiple Choice test

The below bonus points shall be applied to the final test score after the individual has taken the multiple-choice test. In regards to numbers 2, 3, and 4 below only the highest educational degree shall be counted.

1. 1 point for each year of service in the position of Lieutenant with the Department.
2. Two (2) points shall be awarded for an Associate's Degree
3. Four (4) points shall be awarded for a Bachelor's Degree
4. Five (5) points shall be awarded for a Master's Degree in a related field or Executive Fire Officer
5. Three (3) points shall be awarded for Florida Fire Service Instructor

Veteran's preference will be applied in accordance with applicable law.

**Section 9.4** Battalion Chief Promotional Test: Promotional examinations for Battalion Chief shall be administered by the Department and scored using the following criteria:

1. 100% Multiple Choice test

The below bonus points shall be applied to the final test score after the individual has taken the multiple choice test, medical skills, and fire skills portions. In regards to numbers 3, 4 and 5 below only the highest educational degree shall be counted.

1. One (1) point for each year of service immediately preceding the testing date in the position of Captain with the Department
2. Three (3) points shall be awarded for Florida Fire Service Instructor
3. Two (2) points shall be awarded for an Associate's Degree
4. Four (4) points shall be awarded for a Bachelor's Degree
5. Five (5) points shall be awarded for a Master's Degree in a related field or Executive Fire Officer

Veteran's preference will be applied in accordance with applicable law.

**Section 9.5** Passing Score: The passing score for both Captain and Battalion Chief promotional examinations shall be seventy percent (70%) before application of bonus points and deductions.

**Section 9.6** Promotional Testing Announcement: Announcements for Captain and Battalion Chief promotional tests will be made at least forty-five (45) days in advance of the test date. The following shall be submitted electronically through the County's online application system (OAS):

1. Letter of intent
2. Resume
3. Certificates and any other items as stated in the requirements of the testing notice

The letter of intent and all other application materials must be submitted electronically through the OAS fourteen (14) business days prior to the test date.

Materials for Captain and Battalion Chief Tests: The Department shall provide each applicant, for both the Captain and Battalion Chief tests, a list of all suggested study materials and all departmental SOP's, SOG's, CBA's and County Administrative Code-Personnel Section for each promotional exam as determined by the Promotional Committee. Once the promotional test is announced, the testing material shall not be changed or amended. If an update occurs to the department SOP's, SOG's, or CBA's after a promotional test is announced, then the SOP's, SOG's, and CBA's that were in effect at the time of test announcement shall be used to generate the tests.

Additional Materials Specific to Battalion Chief Test: For Battalion Chief testing, one outside resource or material may be assigned for the testing.

**Section 9.7** Promotional List Duration: The duration of the promotional eligibility list shall be for a two (2) year period from the date the list is announced or until the list is exhausted. A new test date shall be announced within forty-five (45) days of the list expiring or being exhausted and shall be held within one hundred-eighty (180) days of the announcement.

**Section 9.8** Promotional List Ranking: All persons with a passing score shall be ranked on a promotional list by name in numeric order. The promotional list shall be released within 15 business days following testing completion, so long as there are no active, unresolved grievances on file. Once all such grievances have been resolved, the Fire Chief will have 5 business days to release the promotional list. The person attaining the highest score ranked first, the next highest ranked second, etc. Promotions will be made from the rankings on the promotional list beginning with the top ranking and proceeding in numeric order. Any person offered a promotion based on their top ranking on the promotional list who declines to accept the promotion, shall be moved to the bottom of the promotional list for the remaining duration of the list. A second declination shall result in removal from the list. Any person accepting a promotion will be removed from the promotional list. As the candidates are removed from the list, the numeric number changes to reflect the removal. Example: the person who is numerically number one (1) is removed, the candidate who is number two (2) now changes to number one (1), and the list is updated numerically.

**Section 9.9** Promotional List Exceptions: Fire Chief Discretion - Prior to promotion, the Fire Chief may, at his discretion, convene the Promotional Committee to present his request to pass over the candidate in the number one (1) position on the promotional list providing specific reasons. The Promotional Committee shall consider the information presented by the Fire Chief and, if they concur, the number one (1) candidate will be passed over for promotion but retain the number one (1) position.

Unforeseen Circumstances-Additionally, if for any unforeseen circumstances, the candidate who is in the number one (1) position on the promotional list is no longer qualified for the position, the Promotional Committee, at the request of the Fire Chief, shall be reconvened to examine the change in the candidate's qualifications. If the Promotional Committee determines the candidate in the number one (1) position on the promotional list does not meet the qualifications for the promotion, the Promotional Committee will recommend to the Fire Chief the candidate be (1) removed from the promotional list or (2) be passed over for promotion but retain the number one position. If the Promotional Committee determines the candidate in the number one position should not be promoted, the next candidate in the ranking on the promotional list shall be offered the promotion.

**Section 9.10** Ineligibility for Promotional Testing: An employee who has been demoted by administrative action or voluntarily steps down while under investigation, or voluntarily steps down while subject to disciplinary action, will not be eligible for promotional testing for a period of two (2) years from the date of the demotion. For demotions as defined in this section, years of service in rank prior to the demotion will not count in the bonus point calculation for years of service in rank.

**Section 9.11** In the Event of a Tie: In the event of a tie the following sequence shall be used to break the tie.

1. The candidate with the higher time in position seniority shall be ranked higher on the promotional list.
2. The candidate with the higher department seniority shall be ranked higher on the promotional list.
3. The candidate who has the highest test score(s) before any bonus points are awarded shall be ranked higher on the promotional list.

**Section 9.12** Outside Testing Agency: An outside testing agency shall be used as determined by the Department. The testing agency shall be used to create the multiple-choice test portion of all exams. Once completed the exam shall be delivered to the Fire Chief to be secured. The Fire Chief or his designee (who is not on the Promotional Committee) shall review the test for accuracy and make any changes to any questions not within the parameters of the listed test material. The test shall remain secured until the test date. Once the multiple-choice test is graded, the Promotional Committee shall review the test to ensure the validity of the exam questions. For any questions which are found to be invalid, all candidates shall receive credit for the question and all multiple-choice tests re-scored. If the Promotional Committee determines that there is more than one correct answer for a question, such questions will be valid and the Committee may give credit for all correct answers.

**Section 9.13** Testing Procedure - Captain:

Multiple Choice Test Development - The testing agency shall be used to create the multiple-choice portion of all Captain exams. Once completed the exam shall be delivered to the Fire Chief to be secured. The Fire Chief or his designee (who is not on the Promotional Committee) shall review the test for accuracy and make any changes to any questions not within the parameters of the listed test material. The test shall remain secured until the test date. Once the multiple-choice test is graded, the Promotional Committee shall review the test to ensure the validity of the exam questions. For any questions which are found to be invalid all candidates shall receive credit for the question and all multiple-choice tests re-scored. If the Promotional Committee determines that there is more than one correct answer for a question, such questions will be valid and the Committee may give credit for all correct answers.

Multiple Choice Testing Review - Captain: Any candidate taking the multiple-choice test will be provided the opportunity to review his scored test on the day of the test. This will take place in a secured room where the reference to the correct answers will be provided. The candidate will only have the opportunity to challenge any test questions during the test review. There will be no permitted challenge of any test questions after the test review. Any alterations made to the score sheet during the review process will result in automatic disqualification of the candidate. The amount of time allotted to review the test will be a minimum of 1 hour.

**Section 9.14** Testing Procedure - Battalion Chief:

Multiple Choice Test Development - The testing agency shall be used to create the multiple-choice portion of all Battalion Chief exams. Once completed the exam shall be delivered to the Fire Chief to be secured. The Fire Chief or his designee (who is not on the Promotional Committee) shall review the test for accuracy and make any changes to any questions not within the parameters of the listed test material. The test shall remain secure until the test date. Once the multiple-choice test is graded, the Promotional Committee shall review the test to ensure the validity of the exam questions. For any questions which are found to be invalid all candidates shall receive credit for the question and all multiple-choice tests re-scored. If the Promotional Committee determines that there is more than one correct answer to a question, such questions will be valid and the Committee may give credit for all correct answers.

Multiple Choice Testing Review - Battalion Chief: Any candidate taking the multiple-choice test will be provided the opportunity to review his scored test on the day of the test. This will take place in a secured room where the reference to the correct answers will be provided. The candidate will only have the opportunity to challenge any test questions during the test review. There will be no permitted challenge of any test questions after the test review. Any alterations made to the score sheet during the review process will result in automatic disqualification of the candidate. The amount of time allotted to review the test will be a minimum of 1 hour.

**Section 9.15** Filling of Vacancies: When a position becomes vacant, excluding approved temporary leave, it will be filled within thirty (30) days from the vacancy using the appropriate promotional list for the rank that is vacant, unless the position is being deleted or the Fire Chief determines not to fill it due to budgetary constraints. The Fire Chief, or his designee, shall inform the Union, upon request, of the budgetary constraints. The candidate selection will be in accordance with Section 9.8. If vacancies are created during a period in which there is no active promotional list, the 30-day time period for filling such vacancies will begin the day after the Fire Chief publishes the next applicable promotional list.

**Section 9.16** Promotions made to fill vacancies in 40-hour positions covered by this CBA will be in accordance with Section 9.8.

**Marine Rescue Promotions**

**Section 9.17** The purpose of this section is to create a distinct promotional pathway for personnel assigned to Marine Rescue in the Operation's Section. Under the terms of this section, there will be no lateral movement of personnel between Marine Rescue and Fire/EMS Operations above the rank of Firefighter.

Requirements for Promotional Testing: Promotional testing will be administered by the Promotional Committee established in Section 9.1. There will be a separate promotional test administered for Marine Rescue Captain, with a separate promotional list created in accordance with Section 9.8.

The following minimum requirements shall be met prior to being eligible to sit for a promotional exam. To be eligible to take a promotional exam, the applicant must currently occupy the position one rank below the rank he is testing for.

**Marine Rescue Captain**

- Meet all requirements of Marine Rescue Lieutenant position
- Must have 3 years of service in the position of Marine Rescue Lieutenant
- USCG Search Coordination and Execution Course
- TEEX MAR-203 Marine Search and Rescue course
- Swiftwater Rescue Technician II
- SJCFR Airboat Instructor

Marine Rescue Captain Promotional Test: Promotional examinations shall be administered by the Department and scored using the following criteria:

- 100% Multiple Choice Test created and administered by outside testing agency.
- The passing score for the Marine Rescue Captain promotional examination shall be seventy percent (70%) before application of bonus points and deductions.

Regarding numbers 1, 2 and 3 below only the highest education degree shall be counted.

- 1 point for each year of service in the position of Marine Rescue Lieutenant.
- Two (2) points shall be awarded for an Associate's Degree
- Four (4) points shall be awarded for a Bachelor's Degree
- Five (5) points shall be awarded for a Master's Degree in a related field.

Veteran's preference will be applied in accordance with the applicable law.

Promotional Testing Announcement: Announcements for Marine Rescue Captain promotional tests will be made at least forty-five (45) days in advance of the test date. The following shall be submitted electronically through the County's online application system (OAS):

- Letter of intent
- Resume
- Certificates and any other items as stated in the requirements of the testing notice

The letter of intent and all other application materials must be submitted electronically through the OAS fourteen (14) business days prior to the test date. The Department shall provide each applicant a list of all suggested study materials limited to Marine Rescue SOPs, Department SOPs, Unified Response Plan, USLA Lifesaving Manual, and SJCFR MSOPs for each promotional exam as determined by the Promotional Committee. Once the promotional test is announced, the testing material shall not be changed or amended. If an update occurs to the SOPs or MSOPs, then the SOPs and MSOPs that were in effect at the time of test announcement shall be used to generate the tests.

Marine Rescue Promotional Testing will follow the processes established in the following:

- Section 9.7: Promotional List Duration
- Section 9.8: Promotional List Ranking
- Section 9.9: Promotional List Exceptions
- Section 9.10: Ineligibility for Promotional Testing
- Section: 9.11 In the Event of a Tie

- Section 9.12: Outside Testing Agency
- Section 9.13: Multiple Choice Testing Review

Reversions: An employee who is appointed to a position outside the collective bargaining unit shall have the right to return to the bargaining unit position they most recently held prior to any appointment or special assignment position. Such return shall not be unreasonably denied if a position exists. The County may deny the employee's return only for just cause. Any denial shall be subject to the County grievance procedures. The employee's right to return under this section shall not supersede the County's authority to discipline or discharge an employee for just cause who is outside the bargaining unit. The employee's Department seniority will remain the same and his Time in Position seniority will be adjusted back to the seniority the employee had just prior to his promotion.

## **ARTICLE 10**

### **HEALTH AND SAFETY**

**Section 10.1** The parties agree to cooperate in the continuing objective of eliminating safety and health hazards, preventing damage or loss of equipment, promoting safety conscious work habits, and following safety policies and procedures.

**Section 10.2** The Health and Safety Committee will be composed of three (3) members chosen by the County, three (3) bargaining unit employees appointed by Local 3865's Union President selected from the Rank and File and/or Supervisory Unit, and the County's Risk Manager or designee. The County and the Union will each be able to appoint one (1) Committee member from their respective side who is a permanent seated member of the Committee. Committee members will serve two (2) year assignments with the new appointments made on alternate years; assignments may not be served consecutively unless mutually agreed to by the Fire Chief and the Union President. The Committee will meet regularly and a minimum of five (5) members must be present to hold a meeting.

**Section 10.3** The Committee will have the responsibility to perform the following:

1. Monthly review of all injuries, accidents and vehicle damage reports to determine if such situations could have been avoided and make recommendations to Fire Administration on preventing re-occurrence.
2. Provide the Fire Rescue Chief with the findings of facts and recommendations of action warranted taking into account the following information:
  - a. Avoidable Incident
  - b. Disregard for safety procedures
  - c. Involvement of the Public
  - d. Current and environmental conditions surrounding the event
  - e. Gross negligence
  - f. Repeat offenses or incidents
3. Review of current industry trends for health and safety.
4. Promote and disseminate health and safety information to career staff.
5. Review and discuss health and safety information provided by the County Safety Committee.
6. Publish minutes from their meetings and make them available to all stations.

## **ARTICLE 11**

### **INSURANCE**

**Section 11.1** The County will continue to pay the cost for insurance coverage to all bargaining unit employees at the same coverage levels as is provided to other County employees. The County shall encourage attendance by the Union at all County Insurance Committee meetings

**Section 11.2** An ad hoc committee shall be formed for the sole purpose of investigating, researching, and recommending a Post-Employment Health Benefits Program. The committee will consist of two (2) representatives from the County appointed by the County Administrator and two (2) members of the Union appointed by the President of the Union. The committee shall be formed within one month of ratification and shall meet at least once a year. The committee will make a recommendation to the County Administrator and the Union.

## **ARTICLE 12**

### **VACATION**

**Section 12.1** Vacation shall be granted to all eligible full-time employees of the bargaining unit who work twenty-four (24) hour shifts and were hired prior to January 1, 1997, on the following basis:

| Years of Continuous Service    | Length of Vacation |
|--------------------------------|--------------------|
| 1 year -- less than 3 years    | 120 hours per year |
| 3 years -- less than 10 years  | 180 hours per year |
| 10 years -- less than 15 years | 240 hours per year |
| 15 years -- less than 20 years | 300 hours per year |
| Over 20 years                  | 360 hours per year |

**Section 12.2** Vacation shall be granted to eligible full-time employees of the bargaining unit who work twenty-four (24) hour shifts and were hired after January 1, 1997, on the following basis:

| Years of Continuous Service   | Length of Vacation |
|-------------------------------|--------------------|
| 1 year -- less than 3 years   | 120 hours per year |
| 3 years -- less than 10 years | 180 hours per year |
| 10 years or more              | 240 hours per year |

**Section 12.3** As of the last full pay period of the calendar year, maximum Vacation Accumulation for twenty-four (24) hour shift employees and for forty (40) hour employees shall be three-hundred sixty (360) hours. Vacation is credited to the employee on the last day of the pay period, or in the case of separation, on the last day the employee is on the payroll.

**Section 12.4** Vacation shall be granted to eligible full-time employees of the bargaining unit who work eight (8) hour shifts and were hired prior to January 1, 1997, on the following basis:

| Years of Continuous Service    | Length of Vacation |
|--------------------------------|--------------------|
| 1 year -- less than 3 years    | 80 hours per year  |
| 3 years -- less than 10 years  | 120 hours per year |
| 10 years -- less than 15 years | 160 hours per year |
| 15 years -- less than 20 years | 200 hours per year |
| Over 20 years                  | 240 hours per year |

**Section 12.5** Vacation shall be granted to eligible full-time employees of the bargaining unit who work eight (8) hour shifts and were hired after January 1, 1997, on the following basis:

| Years of Continuous Service   | Length of Vacation |
|-------------------------------|--------------------|
| 1 year -- less than 3 years   | 80 hours per year  |
| 3 years -- less than 10 years | 120 hours per year |
| 10 years or more              | 160 hours per year |

**Section 12.6** Vacation Eligibility Requirements: Every employee shall be eligible to take paid vacation after 30 days of employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment. Use of vacation is not authorized prior to the time it is earned and credited to the employee.

**Section 12.7** Request for Vacation: In order to assure the orderly performance and continuity of those services provided by the employees, each employee wishing to schedule a vacation leave should request leave using the Department's electronic scheduling program. In order to better assure that their vacations may be scheduled when they want them, employees should request their vacations as many months in advance as possible but are not limited to when they request their leave as long as it is done within one (1) hour of the beginning of shift.

Requests for vacation shall be granted upon approval of the Fire Chief or his designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of County service.

**Section 12.8** Separation from Service: Any employee who is laid off, voluntarily resigns, or retires, shall receive vacation pay for all of his accrued vacation upon his separation up to a maximum of three-hundred sixty (360) hours for twenty-four (24) hour shift and forty (40) hour employees. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment. The employee must have a minimum of six (6) months of service in order to qualify for this payment.

**Section 12.9** Vacation Buyback: Employees covered by the collective bargaining agreement are eligible for vacation buyback not to exceed fifty-six (56) hours for 24-hour shift ~~48~~ employees and forty (40) hours for 40-hour employees, per fiscal year. To be eligible there must be a minimum of combined vacation and sick time available after the sell as follows, one hundred and twenty (120) hours for 24-hour shift employees ~~48~~ and eighty (80) hours for 40-hour employees.

**Section 12.10** Birthday Leave: Birthday leave will be awarded at the beginning of each fiscal year as a floating twenty-four (24) hours leave day for 24-hour shift ~~48~~ employees and a floating eight (8) hour leave day for 40-hour employees. This time must be used prior to the close of the fiscal year, September 30th.

## **ARTICLE 13**

### **SENIORITY**

**Section 13.1** There will be two (2) types of seniority - time in position seniority and department seniority. Time in position, commonly referred to as “time in grade” seniority, will be the amount of continuous time spent in a particular rank. Department seniority will be the amount of continuous time spent in the Fire Rescue Department of the County.

**Section 13.2** Continuous service for Department Seniority will be considered severed when:

1. An employee resigns or retires; or
2. Is discharged for cause; or
3. Takes an unauthorized Leave of Absence (LOA); or
4. Is on lay off more than one (1) year; or
5. Misrepresents facts on his application which if known at the time of hire would have prevented the applicant from being hired; or
6. Gives a false reason for requesting a LOA.

**Section 13.3** Continuous service for Time in Grade Seniority will be considered severed when:

1. Promotion to a new rank in accordance with Section 9.8
2. Demotion
3. An employee demoted during their probationary promotional period shall return to their previous position and the “time in grade” of that position shall be considered continuous.

**Section 13.4** All points for “Time in Grade” and “Department Seniority” shall be calculated by rounding to two (2) decimal points.

This seniority shall be utilized for all seniority in regard to bonus points for testing, tie breakers, and any other department function where seniority is being considered.

## **ARTICLE 14**

### **LAY-OFF AND RECALL**

**Section 14.1** If it becomes necessary to lay-off employees, time in position and department seniority will be utilized. The employee with the least department seniority will be laid off and an employee with the least time in position will be returned to their previous position and pay grade, provided the remaining employees possess the necessary skills and qualifications of those laid-off.

**Section 14.2** When recalling employees, time in position will prevail provided the employees possess the necessary skills and experience for the job opening and continue to meet the required physical and medical standards of the job.

**Section 14.3** Laid-off employees shall maintain seniority for a period of one (1) year after which their seniority shall be canceled.

**Section 14.4** Laid-off employees must promptly notify the County of any change of address or telephone number. Notice of recall will be sent to the employee's last address on record, via certified mail with return receipt required.

**Section 14.5** Failure to notify the County within seven (7) business days after the receipt of the notice of recall will cause the employee to lose all seniority and the County to recall the next most senior employee.

## ARTICLE 15

### HOLIDAY TIME

**Section 15.1** The following shall be considered holidays for twenty-four (24) hour shift personnel and shall be administered and paid as follows:

New Year's Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

All Captains who work any hours on a holiday will be paid at the rate of one and one-half (1 ½) times their regular rate of pay for each hour worked in addition to twenty-four (24) hours of holiday pay at their regular rate of pay.

All Battalion Chiefs who work any hours on a holiday will be paid at their regular rate of pay for each hour worked in addition to twenty-four (24) hours of holiday pay at their regular rate of pay.

Employees will be allowed to trade shifts on a holiday, as long as they are trading for another holiday. Both sides of the trade must be identified and agreed upon prior to the trade being approved. No trade shall result in either employee gaining additional payment of wages or benefits. Employees who do not work on a holiday will be credited twenty-four (24) hours of Holiday Leave to be used at a later date. Holidays shall commence at 0800 on the day of the Holiday and end at 0800 the following day, twenty-four (24) hours.

**Section 15.2** Holidays for forty (40) hour week employees will be the same as those set each year by the Board of County Commissioners for regular full-time County employees. Forty (40) hour work week employees who work on a holiday shall be paid in accordance with County policy.

**Section 15.3** "On call" employees shall not be required to use their holiday benefit if they are twenty-four (24) hour shift employees and are called in on a holiday. Forty (40) hour work week employees who are called in on a holiday shall be paid as identified in Section 15.2 of this article.

## **ARTICLE 16**

### **SICK LEAVE**

**Section 16.1** The present policy of sick leave currently in effect by the County shall be continued for the duration of this Agreement. It is recognized that there are two classes of employees - twenty-four (24) hour employees and forty (40) hour employees. Each group will continue to accrue hours at the present rate.

**Section 16.2** The Union and the Fire Rescue Department's Administration will encourage the employees of the collective bargaining unit to join the County's sick leave pool.

**Section 16.3** As a participant of the County's sick leave pool employees of the collective bargaining unit will have their Holiday Leave and Birthday Leave exempt from said requirements prior to accessing allocated hours from the County's sick leave pool.

**Section 16.4** Full time employees, after completing their probationary period, will be entitled to earn one (1) paid shift off if they do not use sick leave within the period of one (1) full fiscal year (beginning October 1). The time must be used prior to October 1 of the next year.

**Section 16.5** The maximum hours held in sick bank shall be 1,200 hours for 40-hour personnel and 1680 hours for 24-hour personnel.  $1,200 \text{ hours} / 40\text{-hour week} = 30 \text{ weeks}$ .  $1680 / 56\text{-hour week} = 30 \text{ weeks}$ . The maximum sell-back amount at the time of separation, in accordance with county policy, shall be 25 percent of the employee's sick bank amount, not to exceed 300 hours for 40-hour personnel and not to exceed 420 hours for 24 hours for 24-hour shift employees.

**ARTICLE 17**  
**ALCOHOL AND DRUG TESTING**

**Section 17.1** The parties agree to abide by the County's Alcohol and Drug Testing Policy contained within the County's Administrative Code, which may be revised by the County. The County agrees to provide the Union with advance notice of any revisions. Should the revisions impact wages, hours, or terms and conditions of employment, the County and the Union will bargain over the impact of such changes.

## **ARTICLE 18**

### **TEMPORARY UPGRADING**

**Section 18.1** Need for Temporary Upgrading: To assure the orderly performance and continuity of services, the County may be required to temporarily upgrade employees on an acting basis to positions of a higher pay grade. For the purpose of this Article, it is understood that temporary upgrading may be required in order to fill or compensate for temporary position classification vacancies, which may exist for any of the following reasons:

1. A position classification is temporarily vacant, although filled, because the regular employee is on vacation, sick leave, duty injury leave, maternity leave, or other approved leave of absence.

**Section 18.2** Selection for Temporary Upgrading: The selection of an employee for temporary upgrading shall be at the discretion of the Battalion Chief, or his designee, taking into consideration the qualifications and requirements of the position to be filled, and the qualifications and job performance of those employees eligible for the temporary upgrading. Selection for temporary upgrading can only be from one rank below the position that needs to be filled. Employees on an active promotional list are considered eligible for temporary upgrade and may not refuse such assignments.

**Section 18.3** Compensation for Temporary Upgrading to Battalion Chief: Temporary upgrade pay shall be authorized when an employee is ordered to assume the responsibilities of Battalion Chief. The rate of said upgrade pay shall be fifteen (15) percent. Upgrade pay is owed when the employee assumes the responsibilities of the higher position for more than two (2) hours. Upgrade pay will be retroactive from the first hour worked in the upgraded position.

## **ARTICLE 19**

### **OUTSIDE EMPLOYMENT AND BUSINESS ACTIVITY**

**Section 19.1** Employment with the County shall be the bargaining unit employees' primary employment. Bargaining unit employees shall not engage in any outside employment (including self-employment), enterprise, or other activity, whether paid or unpaid, which could interfere with, be inconsistent or incompatible with, or be in conflict with the employee's duties or with the functions and responsibilities of the County. Approval of outside employment or business activity is at the sole discretion of the Fire Chief.

**Section 19.2** Any bargaining unit member who desires to perform outside employment shall first complete and submit to the Fire Chief a Secondary Employment Form. The employee will be required to provide the type of employment or business activity, the hours of work, the name of the prospective employer or business activity, and the location of where said employee is to be employed or conduct the business activity. Any employee who begins outside employment or business activity without authorization shall be subject to disciplinary action.

**Section 19.3** Any employee who is granted permission to engage in outside employment or business activity under the terms of this Article shall make arrangements with the outside employer to be relieved from his outside duties if and when called for emergency service by the County.

## ARTICLE 20

### LOSS OF PERSONAL PROPERTY

**Section 20.1** The County will repair or replace an employee's prescription or non-prescription eyewear, cell phone, and personal watch when all of the following conditions are met:

1. The item was damaged or lost as a result of the employee's direct action while actively engaged in the performance of his duties; and
2. The damage or loss was not a result of the employee's own negligence, or failure to properly secure; and
3. The employee reports the damage or loss to the person who was in charge at the emergency or work location, within twenty-four (24) hours after the occurrence of the damage or loss on a department incident report; and
4. The person in charge at the emergency or work location certifies and the employee certifies in writing that the damage or loss occurred as a result of the employee's performance of his duties, and that the employee is entitled to repair or replacement of the item under the provisions of this section.
5. The employee will send a copy of the incident report to the Administrator on Call. The Administrator on Call will investigate the claim and forward his recommendation to the appropriate Section Chief or his designee who will make the determination as to whether the damage is reimbursable.

**Section 20.2** When the conditions of Section 20.1 are met, the County will either repair or replace the prescription eyeglasses/sunglasses, contact lenses, non-prescription sunglasses, cell phone and/or personal watch, whichever results in a lower cost to the County.

**Section 20.3** The County will not be required to repair or replace jewelry (other than the employee's personal watch).

**Section 20.4** In no event will the County be required to pay more than one hundred fifty dollars (\$150.00) each calendar year for non-prescription sunglasses or personal watch, ~~or~~ up to three hundred dollars (\$300.00) for all prescription eyeglasses and contacts, and up to \$350 for a cell phone, per employee under this Article.

## **ARTICLE 21**

### **MERGERS**

Section 21.1 Should there be a merger involving the County's Fire Rescue Department, no regular full-time employee of the County shall be displaced or demoted in rank or grade. The County agrees to discuss with the Union any proposal to merge with any other entity.

## ARTICLE 22

### UNIFORMS AND EQUIPMENT

**Section 22.1** The County shall furnish new bargaining unit employees the following initial uniform and protective clothing and equipment. Such uniforms, protective clothing, and equipment, when provided, must be used. The issuance, use and appearance of uniforms, protective clothing and equipment shall be governed by standard operating procedures.

#### Battalion Chiefs and Captains

- 2 Badges
- 2 complete set of collar brass
- 1 dress uniform jacket, pants, hat, white gloves
- 2 long sleeve dress uniform shirts and tie
- 1 pair of department issued Class A dress shoes
- 1 department issued Class A dress belt
- 2 blue Class B work shirts with Department insignia (NFPA approved)
- 5 pairs of trousers (NFPA approved)
- 1 rain jacket
- 2 sweatshirts
- + 2 complete sets of protective bunker gear (with the second complete set to be issued no later than September 30, 2028) including two (2) hoods and two (2) pair of gloves.
- EMT/Paramedic shoulder patches, as applicable
- Prescription eyewear insert for SCBA masks for those employees who require it
- 1 baseball style cap
- 1 cold weather jacket
- 2 button down long-sleeve casual shirts
- 5 blue T-shirts
- 2 long sleeve department issued T-shirts
- 2 pair of department issued shorts
- 1 pair of duty boots
- 1 duty belt

#### Battalion Chiefs

- 3 blue Class B work shirts with Department insignia (NFPA approved)
- 3 short sleeve white shirts
- 3 white polo shirts

#### Captains

- 3 blue Class B work shirts with Department insignia (NFPA approved)
- 2 short sleeve white shirts
- 2 white polo shirts

**Section 22.2** The County will replace protective clothing, equipment, and uniforms issued by the County when the items become worn or damaged beyond use. If the employee loses or misplaces his gear or clothing, he shall replace same at his cost. The County shall not be responsible for replacing any clothing or equipment damaged or destroyed as a result of the employee's negligence.

**Section 22.3** Any employee transferred from one activity to another activity shall return or otherwise account for all previously issued uniforms and equipment. Thereafter, the County shall furnish the employee with all additional uniforms or equipment necessary to perform the duties of the new assignment, as determined by the County.

**Section 22.4** The County shall retain ownership of all items issued to the employee by the County.

**Section 22.5** The County shall continue its current policy for dry cleaning and laundering of uniforms by County approved dry cleaning and laundering commercial establishments.

## **ARTICLE 23**

### **WAGES**

**Section 23.1** All bargaining unit employees shall be compensated in accordance with the pay plan (Appendix F) for employees covered by this Agreement.

**Section 23.2** Every bargaining unit employee who meets the definition of firefighter as set forth in Section 633.30(1), Florida Statutes, who is certified in compliance with Section 633.35, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit employee has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal.

1. Any such bargaining unit employee who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation paid bi-weekly in accordance with the amount identified in Florida Statute.
2. Any such bargaining unit employee who receives an applicable bachelor's degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation paid bi-weekly in accordance with the amount identified in Florida Statute.

**Section 23.3** No employee shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. of Section 23.2 at any one time.

**Section 23.4** No bargaining unit employee shall be paid at a salary rate greater than the maximum or less than the minimum established for his or her classification. See Appendix F.

**Section 23.5** The pay plan shall be administered by the County in accordance with the following procedures for establishing the pay rates for individual employees:

1. New Employees: New employees will be appointed at the minimum rate established for their classification.
2. Pay Rate Upon Promotion: When an employee is promoted to a position in a higher pay grade, the employee's salary shall be determined by advancing into the higher pay grade in the same step. The new salary shall not exceed the maximum for his classification. See Appendix F. There shall be a 15% pay differential between Lieutenant and Captain. There shall be a 20% pay differential between Captain and Battalion Chief.
3. Pay Rate Upon Demotion: When an employee is demoted to a position in a lower pay grade, the employee's salary shall be determined by moving down into the lower pay grade in the same step.
4. Pay Rate Upon Transfer: When an employee is transferred from a position in one pay classification to another position in the same pay classification, no change in salary shall be made because of such transfer.
5. Upon ratification of the new CBA, all bargaining unit members will receive a six percent (6%) wage increase to their base pay. Each bargaining unit member shall receive a one-time-lump-sum, pensionable wage payment within 30 days following the ratification of this Agreement. One time, lump-sum payments shall be calculated and distributed in accordance with service / classification.

chart below. Additionally, bargaining unit members hired prior to April 1, 2025, will receive a one (1) Step increase. Any bargaining unit member at the maximum of the pay range (at Step 20, therefore ineligible for a Step increase) will receive a one-time payment of two percent (2%) of Step 10 Lieutenant.

Captain: \$7,524

Battalion Chief: \$9,020

6. For Fiscal year 2027 (October 1, 2026 to September 30, 2027) there will be a six percent (6%) wage increase made to the Pay Plan (Appendix F). All employees hired prior to April 1, 2026, will receive a one (1) Step increase. Any bargaining unit member at the maximum of the pay range (at Step 20, therefore ineligible for a Step increase) will receive a one-time payment of two percent (2%) of Step 10 Lieutenant.
7. Effective January 1, 2027, the Parties agree to reopen Article 23 to negotiate wage increases for the third year of the CBA (October 1, 2027 – September 30, 2028).
8. Nothing herein, however, prevents the County, upon agreement by the Union, from making market adjustment increases for any bargaining unit position.

## **ARTICLE 24**

### **INCENTIVES**

**Section 24.1** Payment of Incentive and Assignment Pay: Incentive Pay and Assignment Pay will be paid beginning the effective date that the employee is approved for the incentive or scheduled for the assignment, either by the State and/or the Department. All incentive pay and assignment pay will be paid bi-weekly.

Rescue Assignment Pay and On Call Assignment will be recorded on the employee's bi-weekly time sheet for hours worked that qualify for the assignment pay.

**Section 24.2** Special Operations:

1. The employee must be formally assigned duties as a Special Operations Responder in order to qualify for the Special Operations incentive.
2. Criteria have been established determining qualifications and retention to obtain and maintain designation as a Special Operations Responder.
3. Non-compliance of the retention criteria may result in the removal of the Special Operations Responder designation and the associated incentive by the Fire Chief.
4. The Fire Chief shall have the discretion to determine the number of Special Operations Responders.
5. There shall be no requirement to continue the incentive when an employee is no longer designated as a Special Operations Responder. The Special Operations Responder Incentive will be one hundred (\$100) per pay period.

**Section 24.3** Investigator:

1. The employee must be formally assigned duties as an on-call fire investigator, and placed on a call schedule.
2. Employees must have a current certification as a fire investigator from the State Fire Marshal's Office, or must complete an annual certification process as established by the Department.
3. The Fire Marshal shall have the discretion to determine the number of fire investigators required.
4. Conducting or assisting in a cause and origin investigation, as part of the routine responsibilities of the employee's regular position, shall not be construed as formal assignment as a fire investigator.
5. Criteria have been established determining qualifications and retention as an investigator. There shall be no requirement to continue the incentive when an employee is no longer designated as an Investigator. The Investigator Incentive will be one hundred (\$100) per pay period.
6. Haz/Mat/USAR Truck Assignment: Two dollars (\$2.00) per hour for each hour worked on HazMat and/or USAR apparatus as designated by the Fire Chief or his designee.

**Section 24.4** Paramedic Assignment:

1. Those Bargaining Unit employees who possess and maintain a State of Florida Paramedic Certification and a Departmental designation as a Paramedic, shall be entitled to the Paramedic Incentive.

2. Criteria have been established determining qualifications and retention to maintain Departmental designation as a Paramedic. There shall be no requirement to continue the incentive when an employee is no longer designated as Paramedic by the Medical Director of the Fire Rescue Department.

For FY 2026 the Paramedic Incentive will be \$11,400 per year.

For FY 2027 the Paramedic Incentive will be \$12,400 per year.

**Section 24.5** Rescue Assignment: The employee must be assigned to a rescue unit (ambulance) to be eligible to receive Rescue Assignment Incentive Pay to be paid for each hour worked on a rescue unit. This incentive will be paid bi-weekly for the total actual hours worked each pay period on a rescue unit.

The Rescue Assignment Incentive shall be five dollars (\$5.00) per hour.

**Section 24.6** Paid on Call: Any employee who is assigned “on call” status by the Fire Chief or his designee, and has been placed on the Department’s schedule as such, shall be paid a fee of one dollar (\$1.00) per hour for each day the employee is subject to calls for service.

**Section 24.7** An employee assigned to a forty (40) hour per week schedule on a full-time basis, or who shifts from 24/7 to a forty (40) hour per week schedule on a full-time basis, may receive a salary adjustment of up to ten percent (10%) above their base pay as recommended by the Fire Rescue Chief and approved by the Human Resources Director. The differential pay shall not be applicable to any employee temporarily assigned to an alternative schedule including transitional, restricted or light duty positions. In the event a differential is approved, the differential applies only while in the full-time assignment (Marine Rescue and Fire Rescue Training/Administration).

**Section 24.8** Critical Care truck assignment: Five dollars (\$5.00) per hour for each hour worked in the position of Critical Care medic on the Critical Care unit.

**Section 24.9** Effective January 1, 2027, the Parties agree to reopen Article 24 to negotiate incentive increases for the third year of the CBA (October 1, 2027 – September 30, 2028).

## **ARTICLE 25**

### **EDUCATION**

**Section 25.1** The County agrees to abide by the tuition reimbursement program set forth in the County's Administrative Code, subject to available funding.

**Section 25.2** The responsibility of maintaining the proper certifications is the employees. The County shall make available in-house training for employees while on County time. Employees who do not elect in-house training must make arrangements to receive it on off-duty hours and will not be compensated for such training. Employees participating in training that is available through the Department's training platforms will receive credit (CEU's). The County will provide the training necessary to maintain State certifications required for the employee's job classification.

**Section 25.3** The County will reimburse bargaining unit employees for the mode of transportation selected by the County, for lodging selected by the County, and for meals in accordance with County policy for attending classes, seminars, and meetings approved in advance by the Fire Chief and held outside a fifty (50) mile radius from the Fire Rescue Department Administration Building.

## **ARTICLE 26**

### **DEATH BENEFIT**

**Section 26.1** The County shall pay for the cost of funeral and burial expenses of employees killed in the line of duty, in accordance with applicable law.

**Section 26.2** The County shall provide life insurance in the amount of one hundred thousand dollars (\$100,000) to all bargaining unit employees with additional coverage of another one-hundred and fifty thousand (\$150,000) of coverage if the employee death occurs as the result of the employee's involvement in the delivery of fire, rescue, EMS or other emergency services. These benefits will be paid over and above any benefits provided by or required by state or federal law.

**Section 26.3** In addition to the benefits outlined in Section 26.2, employees shall have the ability to purchase additional term life insurance coverage at the County group rates.

**ARTICLE 27**  
**SERVICES TO THE UNION**

**Section 27.1** The County agrees to provide an electronic copy of this Agreement at every station in the County.

**Section 27.2** The Union may post information on existing bulletin boards including the County's electronic information monitor.

## **ARTICLE 28**

### **LABOR-MANAGEMENT COMMITTEE**

**Section 28.1** There shall be a labor-management committee that shall consist of a total of six (6) members; three (3) members designated by the Union President and three (3) members designated by the Fire Chief. There must be, at a minimum, one (1) person from the Supervisory Unit included in the committee makeup that is selected by the Union President. The purpose of this committee is to discuss ideas and objectives of mutual concern, not involving grievances or the terms and conditions of this Agreement. Meetings will be held when requested by the Union or by management.

**Section 28.2** The labor-management committee shall not be used to negotiate terms and conditions of employment. Rather, the committee shall only be used to discuss ideas and objectives of mutual concern as set forth above. The committee shall be allowed to review and discuss all new policies and guides prior to their implementation. There shall be no requirement that any action be taken as a result of a labor-management committee meeting.

## **ARTICLE 29**

### **DUTY VEHICLES**

**Section 29.1** The County Administrator or his designee shall have the sole and exclusive right to determine the assignment of vehicles and to remove such assignment. The Fire Chief shall have the authority to determine vehicle assignment external to the normal shift assignment. The assignment of vehicles shall not be considered an employee job benefit but an operational equipment decision and shall be in accordance with the County's established Vehicle Policy.

**Section 29.2** Fire Investigators on call shall be required to regularly respond to alarms both during a normal (day-time) shift assignment and after hours and shall be furnished a vehicle in accordance with the County's established Vehicle Policy.

**ARTICLE 30**  
**PERSONAL LIABILITY**

**Section 30.1** The County agrees to follow Florida State Statutes on this issue.

## **ARTICLE 31**

### **WORKERS' COMPENSATION**

**Section 31.1** The County provides workers' compensation insurance benefits for bargaining unit employees who are injured in the course and scope of their job duties while employed by the County in compliance with Florida Statute Worker's Compensation Law Chapter 440 and applicable County policies.

**Section 31.2** The parties agree to cooperate in eliminating injuries arising out of and in the course of employment of bargaining unit employees. The parties further agree to work together to provide a safe and healthy working environment.

**ARTICLE 32**  
**USE OF TOBACCO**

**Section 32.1** Vaping, smoking or use of tobacco products is prohibited inside any Department facility or vehicle, including but not limited to apparatus bays.

## **ARTICLE 33**

### **VOTING TIME**

**Section 33.1** In the event voting cannot occur during non-working hours, requests to vote in any Federal, State or Local election will be governed by the Voting Policy in the County's Administrative Code.

## **ARTICLE 34**

### **MILEAGE ALLOWANCE**

**Section 34.1** In the event a bargaining unit employee is ordered to use his private vehicle for Fire Department business, excluding station relocation/transfer pay, he shall be compensated at the rate set by State Statute for use of private vehicles.

**Section 34.2** It is understood that in the event any bargaining unit employee is required to relocate from one station to another during a single shift, or if the relocation occurs after the employee has left his station on their last shift worked prior to the relocation, and provided the employee has no other choice but to use his personal vehicle for such relocation, he shall be entitled to twenty four dollars (\$24.00) per station relocation. This relocation pay is commonly referred to as 'Transfer Pay.'

**Section 34.3** Reimbursement for station relocations will be submitted and paid in the pay period in which the transfer occurred.

## **ARTICLE 35**

### **BEREAVEMENT LEAVE**

**Section 35.1** Bereavement leave shall be granted in the event of a qualifying death according to the County's Family Bereavement Leave Policy (in the County's Administrative Code), which is incorporated herein by reference. Employees on a twenty-four (24) hour shift shall be granted two (2) twenty-four (24) hour shifts off for such leave, and forty (40) hour work week employees shall be granted a maximum of five (5) consecutive eight (8) hour work days off for such leave.

## **ARTICLE 36**

### **SHIFT EXCHANGE**

**Section 36.1** The Fire Chief or his designee may, at their sole discretion, grant the request of any two (2) bargaining unit employees to exchange shifts or days off, without a change of pay, provided that, in the opinion of the Fire Chief or his designee, they are equally capable to perform each other's respective jobs, and able and willing to make the exchange. Under no circumstance will a requested shift exchange result in additional overtime payments for either participant. The Fire Chief or designee shall have the right to make reasonable rules limiting the number of shift exchanges that any two (2) employees may arrange in a given period.

**Section 36.2** A request for a shift exchange must be made in accordance with Standard Operating Procedures. Such request must be submitted at least one (1) hour before the exchange is to occur. There will be no three (3) way exchanges of shifts without the approval of the Fire Chief or his designee.

**Section 36.3** The employee agreeing to work the shift exchange for the employee requesting the shift exchange shall be held accountable to report for duty. Rules for shift exchanges are found in the Department policy.

## **ARTICLE 37**

### **PENSION**

**Section 37.1** During the term of this Agreement, employees shall continue to participate in the State of Florida Retirement System Plan in accordance with and subject to the provisions of the Statutes of the State of Florida now applicable or as they may hereafter be amended.

**ARTICLE 38**  
**FAMILY AND MEDICAL LEAVE**

**Section 38.1** The parties agree that the County's Family and Medical Leave Policy outlined in the Administrative Code shall apply to all employees within the bargaining unit and shall be administered in accordance with applicable laws.

## **ARTICLE 39**

### **COURT TIME**

**Section 39.1** A Captain who is properly subpoenaed to appear as a witness, while off duty, in any case (not including arbitrations, PERC or Special Magistrate proceedings as a witness for the Union) that the employee is involved in as a result of his employment with the County shall be paid one and one half(!½) times his current hourly rate. The employee shall receive a minimum of two (2) hours pay, and the employee shall return all witness fees received. If the employee is on duty when the deposition or trial is scheduled, the employee will be granted the time off without any loss of wages. The employee will immediately notify his Battalion Chief or his designee upon receipt of a subpoena and shall also provide him a copy. The employee acknowledges that the County shall have the right to attempt to reschedule the appearance to a time to meet operational concerns and the County will take the employee's interests into consideration.

**Section 39.2** A bargaining unit member who is summoned to appear in the County, State or Federal Court for jury duty shall notify the Administrator on Call upon receipt of the said summons. The County shall then schedule said employee off-duty two (2) hours prior to and two (2) hours after which the employee is scheduled to appear for said jury duty time only if said employee is scheduled for regular duty during that time provided. An employee shall not be required to be on duty after 10:00 p.m. if he is scheduled for jury duty on the following day. The County shall pay an employee at his regular rate of pay while on any jury duty that occurs during an employee's regularly scheduled duty hours, provided that the employee will be responsible for reimbursement to the County of funds paid by the court for jury services.

## **ARTICLE 40**

### **NO STRIKES / NO LOCKOUTS**

**Section 40.1** During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sick- out, work stoppage, picketing, strike, or any other activity which could interfere with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

**Section 40.2** The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 40.1 to return to work.

**Section 40.3** An employee may be disciplined by the County up to and including discharge for a violation of Section 40.1. An employee or the Union may grieve the issue of whether or not the employee violated Section 40.1.

**Section 40.4** Nothing contained herein shall preclude the Union or the County from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 41**

### **MEDICAL EXAMINATIONS**

**Section 41.1** All Special Risk personnel are required to complete a Department approved physical exam annually by either the Department-designated healthcare provider or their own healthcare provider. A Department-issued medical clearance form will be completed by the healthcare provider and sent to the Fire Rescue Health and Wellness Section, and the County's Human Resources Department. Completion of the exam by a department-designated healthcare provider will be paid for by the County. Employees using their own healthcare provider will be responsible for any charges not covered by their personal health insurance plan. The Department and County Administration shall not be entitled to the results of the employee's medical exam, only the medical clearance form. All state and federal health records privacy laws (i.e. HIPPA) shall be followed. The employee shall be entitled to all exam results from the Department physician. Employees choosing to use their own healthcare provider do so with an understanding that future benefits tied to work-related medical conditions may be put at risk if their healthcare provider does not follow NFPA guidelines for workplace physical exams.

**Section 41.2** Immunizations will be provided to all bargaining unit members at no cost to the employees based on industry standards as specified in current guidelines issued by the National Center for Disease Control.

**Section 41.3** Any personnel that are required to perform their annual physical off-duty shall be compensated at the overtime rate for five (5) hours. Any time in excess of these hours will require documentation and be paid at the overtime rate.

**Section 41.4** Any personnel that are required to perform their annual blood-work off-duty shall be compensated at the overtime rate for 2 hours. Any time in excess of these hours will require documentation and be paid at the overtime rate.

## **ARTICLE 42**

### **UNION TIME POOL**

**Section 42.1** There will be a continuation of a Union time pool that will allow dues-paying bargaining unit members to contribute earned vacation hours, holiday leave hours (in twenty-four (24) hour increments), and/or up to twenty-four (24) hours of sick time annually for use by the Union so long as seventy-two (72) hours remain in the employee's sick leave accrual after the deduction. Annually, on October 1<sup>st</sup> of each year, the Union has the discretion to require all dues-paying bargaining unit members who have completed their new hire probationary status to donate up to a total of 6 hours of vacation leave automatically. The Union representative will present the proper forms to the Personnel Director designee and will assist in administration of the time pool if requested. Time off (using the time pool) will be subject to the Fire Chief or his designee's approval. Requests must be authorized by a Union Officer before submission to the Fire Chief or his designee. The maximum accumulated hours in the pool shall be two thousand (2,000)

**Section 42.2** In the case of mutual interest between the Department and the Union, Union time pool leave may be submitted to the Fire Chief or his designee for consideration to be designated time worked for the calculation of FLSA hours worked.

**ARTICLE 43**  
**PAY CHECKS**

Section 43.1    The parties agree that the current practice regarding preparation and disbursement of pay checks is acceptable.

**ARTICLE 44**  
**SCOPE OF WORK**

**Section 44.1** Bargaining unit employees will not be required to perform duties that are outside of the nature of work as required in the job classification, except when the Department is operating during a declared State of Emergency.

## **ARTICLE 45**

### **SEVERABILITY**

**Section 45.1** In the event that a court of competent jurisdiction declares any provision of this Agreement invalid, or should the same be rendered invalid by reason of an existing or subsequently enacted legislation, the remainder of the Agreement shall remain in full force and effect. The County and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

**ARTICLE 46**  
**SAVINGS CLAUSE**

**Section 46.1** Both parties have had full opportunity to bargain over all issues contained in this Agreement. No subject contained in this Agreement will be open for bargaining unless both parties mutually agree.

## **ARTICLE 47**

### **DURATION OF AGREEMENT**

**Section 47.1** This agreement shall become effective as of the first day of October 2025. The entire agreement shall remain in force and effect until midnight the last day of September 2028, or until such time as a successor is ratified by the parties or is imposed on the Union by the County. Effective January 1, 2027, the Parties agree to reopen Article 7 (Hours of Work) to specifically negotiate the implementation of a six (6) week “Kelly Day,” and to negotiate increases to Article 23 (Wages) and Article 24 (Incentives) for the third year of the CBA (October 1, 2027 – September 30, 2028).

To the extent that the reopener negotiations concerning a 6-week Kelly Day impact other Articles in the Collective Bargaining Agreement that require changes to implement the Kelly Day, the Parties may, by mutual agreement, reopen additional Articles to specifically address the implementation of the Kelly Day.

## EXECUTION OF AGREEMENT

THIS AGREEMENT, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the St. Johns County Board of County Commissioners, is hereby executed with the signatures affixed hereto.

DATED this 18<sup>th</sup> day of August, 2026.

WITNESSES:

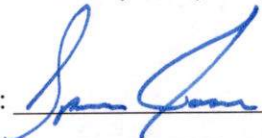
Gina Richardson

\_\_\_\_\_

ST. JOHNS COUNTY  
PROFESSIONAL FIREFIGHTERS  
AND PARAMEDICS, IAFF, LOCAL  
#3865

BY: 

President, IAFF, Local #3865

BY: 

Secretary, IAFF, Local #3865

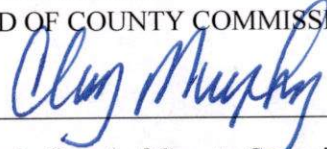
WITNESSES:

Arthur A

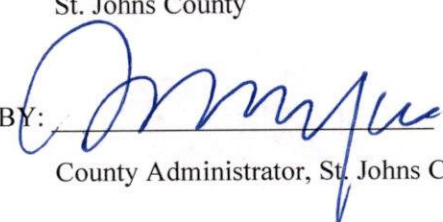
Gina Richardson

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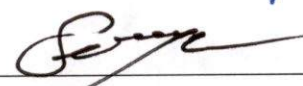
ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY: 

Chair, Board of County Commissioners,  
St. Johns County

BY: 

County Administrator, St. Johns County

BY: 

Fire Chief, St. Johns County



## APPENDIX A

### Authorization for Check off of Union Dues

I hereby authorize the St. Johns County Board of County Commissioners to deduct bi-weekly from my earnings dues, other assessments, and premiums for benefits provided through the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, AFL-CIO in the amount certified by the Financial Office of Local #3865, and further authorize the remittance of such amount(s) to said Local#3865, in writing, in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefore.

My signature below indicates my approval to deduct dues, other assessments, and, if indicated, additional premiums for benefits in the amount indicated. I understand that additional benefits are offered and managed through the Local #3865 and are optional. Deductions will appear as a total amount on my pay stub.

**DUES and OTHER ASSESSMENTS:** \$ \_\_\_\_\_

**BENEFITS:** \$ \_\_\_\_\_

**Employee Name (PRINTED):** \_\_\_\_\_

**Employee Name (SIGNED):** \_\_\_\_\_

**EMPLOYEE #:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Staff Use Only**

**Copy Received By:**

**Sent to IAFF On:**

## APPENDIX B

### Authorization for Revocation of Union Dues

I hereby authorize the St. Johns County Board of County Commissioners to stop deducting bi-weekly from my earnings dues for the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, AFL-CIO in the amount certified by the Financial Office of Local #3865, and further certify that I have notified said Local#3865, in writing, in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865 and applicable statutes. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefore.

My signature below indicates my approval to revoke deductions for dues, other assessments, and, if indicated, additional premiums for benefits in the amounts indicated.

**DUES:** \$ \_\_\_\_\_ **Other Assessments:** \$ \_\_\_\_\_

**BENEFITS:** \$ \_\_\_\_\_

**Employee Name (PRINTED):** \_\_\_\_\_

**Employee Name (SIGNED):** \_\_\_\_\_

**EMPLOYEE #:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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#### Staff Use Only

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**Copy Received By:** \_\_\_\_\_ **Sent to IAFF On:** \_\_\_\_\_

## APPENDIX C

### Authorization for Check off of Benevolent Fund Dues

I hereby authorize the St. Johns County Board of County Commissioners to deduct bi-weekly from my earnings dues for the St. Johns County Firefighters Benevolent Fund in the amount of five dollars (\$5), and further authorize the remittance of such amounts to Local #3865, St. Johns County Professional Firefighters and Paramedics in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I understand that in order to deduct dues for the purpose of the Benevolent fund, I must have already submitted a JJ. Authorization for Check off of Union Dues Forin (APPENDIX A) and be a current member in good standing. \_:

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization\_ and, further and separately, relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefore.

My signature below indicates my approval to deduct Benevolent Fund dues in the amount indicated. I understand that additional benefits are offered and managed through the Local #3865 and are optional. Deductions will appear as a total amount on my pay stub.

BENEVOLENT FUND DUES:\$\_\_\_\_\_

Employee Name (PRINTED):\_\_\_\_\_

Employee Name (SIGNED):\_\_\_\_\_

EMPLOYEE#:\_\_\_\_\_ DATE:\_\_\_\_\_

\_\_\_\_\_  
Staff Use Only

Copy Received By:\_\_\_\_\_

Sent to IAFF On:\_\_\_\_\_

## APPENDIX D

### Authorization for Revocation of Benevolent Fund Dues

I hereby authorize the St. Johns County Board of County Commissioners to stop deducting bi- weekly from my Benevolent Fund dues for the St. Johns County Professional Firefighters and Paramedics, IAFF, Local #3865, in the amount of five dollars (\$5), and further certify that I have notified said Local#3865, in writing, in accordance with the currently effective Agreement between the St. Johns County Board of County Commissioners and said Local #3865 and applicable statutes. This authorization is effective thirty (30) days following receipt of this written notice by both the County and Local #3865 and will be processed on the next effective pay period.

I hereby relieve the County and any Department of the County, and all their officers, representatives or agents from liability therefor.

My signature below indicates my approval to revoke deductions for Benevolent Fund dues in the amount indicated.

BENEVOLENT FUND DUES: \$ \_\_\_\_\_

Employee Name (PRINTED): \_\_\_\_\_

Employee Name (SIGNED): \_\_\_\_\_

EMPLOYEE #: \_\_\_\_\_ DATE: \_\_\_\_\_

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#### Staff Use Only

Copy Received By: \_\_\_\_\_ Sent to IAFF On: \_\_\_\_\_

## **APPENDIX E**

The 2022 Florida Statutes

Title X

**PUBLIC OFFICERS, EMPLOYEES, AND RECORDS**

Chapter 112

**PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS**

112.82 Rights of firefighters.—Whenever a firefighter is subjected to an informal inquiry or interrogation, the inquiry or interrogation must be conducted in accordance with this section.

- (1) An interrogation must take place at the facility where the investigating officer is assigned, or at the facility that has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
- (2) A firefighter may not be subjected to interrogation without first receiving written notice in sufficient detail of the formal investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter must be informed beforehand of the names of all complainants.
- (3) All interrogations must be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation is of such a nature that immediate action is required.
- (4) The firefighter under formal investigation must be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
- (5) Informal inquiries and interrogation sessions must be of reasonable duration, and the firefighter must be permitted reasonable periods for rest and personal necessities.
- (6) During an informal inquiry or interrogation, the firefighter may not be subjected to offensive language; threatened with a transfer, suspension, dismissal, or other disciplinary action; or offered any incentive as an inducement to answer any questions.
- (7) A complete record of any interrogation must be made, and if a transcript of such interrogation is made, the firefighter under formal investigation is entitled to a copy of the transcript without charge. Such record may be electronically recorded.
- (8) An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.
- (9) A firefighter may not be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

## Appendix F - Salary Structure FY 2026

The FY 2026 Hourly rate is based upon a modification to the FY 2025 salary tables reflected in the previous CBA; specifically, the FY 2025 Salary Structure hourly rate was rounded from 6 decimals to 2 decimals with the implementation of Workday. In no rank or step did the rounding result in a reduced hourly rate from the FY 2025 salary tables.

| Captain |              |         |
|---------|--------------|---------|
| Step    | Annual       | Hourly  |
| 1       | \$82,875.52  | \$28.46 |
| 2       | \$86,224.32  | \$29.61 |
| 3       | \$89,631.36  | \$30.78 |
| 4       | \$93,242.24  | \$32.02 |
| 5       | \$96,037.76  | \$32.98 |
| 6       | \$98,920.64  | \$33.97 |
| 7       | \$101,890.88 | \$34.99 |
| 8       | \$102,910.08 | \$35.34 |
| 9       | \$103,929.28 | \$35.69 |
| 10      | \$104,977.60 | \$36.05 |
| 11      | \$106,025.92 | \$36.41 |
| 12      | \$107,074.24 | \$36.77 |
| 13      | \$108,151.68 | \$37.14 |
| 14      | \$109,229.12 | \$37.51 |
| 15      | \$110,306.56 | \$37.88 |
| 16      | \$111,442.24 | \$38.27 |
| 17      | \$112,548.80 | \$38.65 |
| 18      | \$113,655.36 | \$39.03 |
| 19      | \$114,791.04 | \$39.42 |
| 20      | \$115,926.72 | \$39.81 |

| Battalion Chief |              |         |
|-----------------|--------------|---------|
| Step            | Annual       | Hourly  |
| 1               | \$99,444.80  | \$34.15 |
| 2               | \$103,434.24 | \$35.52 |
| 3               | \$107,569.28 | \$36.94 |
| 4               | \$111,908.16 | \$38.43 |
| 5               | \$115,227.84 | \$39.57 |
| 6               | \$118,693.12 | \$40.76 |
| 7               | \$122,274.88 | \$41.99 |
| 8               | \$123,468.80 | \$42.40 |
| 9               | \$124,691.84 | \$42.82 |
| 10              | \$125,973.12 | \$43.26 |
| 11              | \$127,225.28 | \$43.69 |
| 12              | \$128,506.56 | \$44.13 |
| 13              | \$129,758.72 | \$44.56 |
| 14              | \$131,069.12 | \$45.01 |
| 15              | \$132,379.52 | \$45.46 |
| 16              | \$133,719.04 | \$45.92 |
| 17              | \$135,058.56 | \$46.38 |
| 18              | \$136,398.08 | \$46.84 |
| 19              | \$137,766.72 | \$47.31 |
| 20              | \$139,135.36 | \$47.78 |

## Appendix F - Salary Structure FY 2027

| Captain |              |         |
|---------|--------------|---------|
| Step    | Annual       | Hourly  |
| 1       | \$87,855.04  | \$30.17 |
| 2       | \$91,407.68  | \$31.39 |
| 3       | \$95,018.56  | \$32.63 |
| 4       | \$98,833.28  | \$33.94 |
| 5       | \$101,803.52 | \$34.96 |
| 6       | \$104,861.12 | \$36.01 |
| 7       | \$108,006.08 | \$37.09 |
| 8       | \$109,083.52 | \$37.46 |
| 9       | \$110,160.96 | \$37.83 |
| 10      | \$111,267.52 | \$38.21 |
| 11      | \$112,374.08 | \$38.59 |
| 12      | \$113,509.76 | \$38.98 |
| 13      | \$114,645.44 | \$39.37 |
| 14      | \$115,781.12 | \$39.76 |
| 15      | \$116,916.80 | \$40.15 |
| 16      | \$118,139.84 | \$40.57 |
| 17      | \$119,304.64 | \$40.97 |
| 18      | \$120,469.44 | \$41.37 |
| 19      | \$121,692.48 | \$41.79 |
| 20      | \$122,886.40 | \$42.20 |

| Battalion Chief |              |         |
|-----------------|--------------|---------|
| Step            | Annual       | Hourly  |
| 1               | \$105,414.40 | \$36.20 |
| 2               | \$109,636.80 | \$37.65 |
| 3               | \$114,033.92 | \$39.16 |
| 4               | \$118,634.88 | \$40.74 |
| 5               | \$122,129.28 | \$41.94 |
| 6               | \$125,827.52 | \$43.21 |
| 7               | \$129,613.12 | \$44.51 |
| 8               | \$130,865.28 | \$44.94 |
| 9               | \$132,175.68 | \$45.39 |
| 10              | \$133,544.32 | \$45.86 |
| 11              | \$134,854.72 | \$46.31 |
| 12              | \$136,223.36 | \$46.78 |
| 13              | \$137,533.76 | \$47.23 |
| 14              | \$138,931.52 | \$47.71 |
| 15              | \$140,329.28 | \$48.19 |
| 16              | \$141,756.16 | \$48.68 |
| 17              | \$143,153.92 | \$49.16 |
| 18              | \$144,580.80 | \$49.65 |
| 19              | \$146,036.80 | \$50.15 |
| 20              | \$147,492.80 | \$50.65 |