

## RESOLUTION 2025- 18

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING MODIFICATIONS TO ARTICLE 23 (WAGES), ARTICLE 24 (INCENTIVES), AND ARTICLE 42 (UNION TIME POOL) OF THE COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE COUNTY AND ST. JOHNS COUNTY PROFESSIONAL FIREFIGHTERS AND PARAMEDICS INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #3865 FOR SUPERVISORY UNITS AND RANK AND FILE; AUTHORIZING THE COUNTY ADMINISTRATOR, OR THE FIRE CHIEF TO EXECUTE ON BEHALF OF THE COUNTY.

### RECITALS

**WHEREAS**, St. Johns County and St. Johns County Firefighters and Paramedics International Association of Fire Fighters Local #3865 ("Local #3865") currently have in place and have been operating under collective bargaining agreements for supervisory units and rank and file, the terms of which end after midnight the last day of September 2025 ("Existing CBA"); and

**WHEREAS**, Local #3865 is the legal bargaining agent for its members; and

**WHEREAS**, pursuant to the Existing CBA certain articles thereto may be opened annually to modify the terms contained therein; and

**WHEREAS**, the County and Local #3865 have negotiated modifications to Article 23 (Wages), Article 24 (Incentives) and Article 42 (Union Time Pool) of the Existing CBA, and wish to formalize their agreements in writing for those articles attached as Exhibit A hereto and incorporated herein; and

**WHEREAS**, the modifications do not alter the termination date of the Existing CBA which remains after midnight the last day of September 2025; and

**WHEREAS**, the County and Local #3865 recognize and agree that the health and safety 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; and

**WHEREAS**, the County has reviewed Articles 23, 24, and 42 as modified, and determined that accepting the modifications provides a benefit and is in the best interest of the County and the public health, safety, and welfare; now, therefore

**BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida as follows:

**Section 1.** The above Recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.

**Section 2.** The Board of County Commissioners of St. Johns County hereby approves the modifications to Article 23 (Wages), Article 24 (Incentives) and Article 42 (Union Time Pool) of the existing Collective Bargaining Agreements between the County and St. Johns County Firefighters and Paramedics International Association of Fire Fighters Local #3865 for Supervisory Units and Rank.


**Section 3.** The Board of County Commissioners hereby authorizes the County Administrator or the Fire Chief to execute the modifications on behalf of the County in substantially the same form and format as attached hereto.

**Section 4.** To the extent that there are typographical, administrative, or scrivener errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 21<sup>st</sup> day of January, 2025.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

Rendition Date JAN 21 2025

By:   
Krista Joseph, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court and Comptroller

By:   
Deputy Clerk



## 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 I. 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.
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. For Fiscal Year 2023 (October 1, 2022 to September 30, 2023) bargaining unit employees will be adjusted according to the pay plan (Appendix F.) The pay plan reflects an 8% wage increase and a 3% adjustment to account for the promotional pay increase for the rank of Engineer. After all

pay adjustments are made, any bargaining unit members receiving less than \$3,000 will receive the difference paid as a one-time payment.

6. For Fiscal Year 2024 (October 1, 2023 to September 30, 2024) bargaining unit employees will be adjusted according to the pay plan (Appendix F). The pay plan reflects an 8% wage increase and a 2% adjustment to account for the promotional pay increase for the rank of Engineer. All bargaining unit employees will receive I step increase. Any bargaining unit member at the maximum of pay range (at step 20; therefore, ineligible for a step increase) will receive a one-time payment of 2% of step IO of the Lieutenant.
7. ~~Wage increases for~~ For Fiscal Year 2025 (October 1, 2024 to September 30, 2025), wages will be increased for bargaining unit employees according to the pay plan (Appendix F) and this paragraph will be established through the collective bargaining process. The pay plan reflects a 7.5% wage increase and an additional 2% for all other ranks, modifying the promotional compensation progression to: Engineer 15%; Lieutenant 15%; Captain 15%; Battalion Chief 20%. Firefighters with one additional year of service within the pay plan will be recognized and compensated for up to an additional 4.0%. The Paramedic Incentive is increased from \$9,800 to \$10,400 annually. Firefighters who have reached the maximum of their step progression (Step 10) for year 3 of the contract, an additional one-time payment equivalent to 2% of the Lieutenant's Step 10 base pay will be provided. This adjustment is intended to recognize and reward their extended service to the community.
8. Nothing herein, however, prevents the County, upon agreement by the Union, from making market adjustment increases for any bargaining unit position.

**Section 23.6** Evaluations: An employee may grieve an annual evaluation that results in the employee being denied an annual step increase.

Tentatively Agreed Upon by:

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Union Representative

SJC Representative

**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 sixty dollars (\$60.00) 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 sixty dollars (\$60.00) per pay period.

**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 2023 the Paramedic Incentive will be \$8,800 per year.

For FY 2024 the Paramedic Incentive will be \$9,800 per year.

For FY 2025 the Paramedic Incentive will be \$10,400 per year.

~~The Paramedic Incentive for FY 2025 will be established through the collective bargaining process.~~

**Section 24.5** Rescue Assignment: The employee must be assigned to a rescue unit (ambulance) or special medical assignment as approved by the County Administrator, 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.

For FY 2023 the Rescue Assignment Incentive shall be two dollars and fifty cents (\$2.50)

For FY 2024 the Rescue Assignment Incentive shall be three dollars (\$3 .00) per hour 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.

**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** Special Assignment: An employee promoted or assigned to a special assignment (Marine Rescue and Training/ Administration) that 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 special assignment (Marine Rescue and Training/Administration).

REDLINE DRAFT

ARTICLE 42  
UNION TIME POOL

**Section 42.1** There will be the continuation of a Union time pool ~~created~~ as established in the rank and file collective bargaining agreement that will allow 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 members who have completed their new hire probationary status, to donate up to a total six (6) hours of vacation leave automatically into the union time pool.

The Union ~~Secretary-representative~~ will present the proper forms to the Personnel ~~Department Director or 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 ~~one-two thousand, six hundred (162000)~~.

**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.

Tentatively Agreed Upon by:

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Union Representative

SJC Representative