

1 MASTER COLLECTIVE BARGAINING AGREEMENT

2
3 between

4
5 LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

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7 and

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9 LEVY COUNTY PROFESSIONAL PARAMEDIC AND EMTS,
10 IAFF, LOCAL #4069
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35 August 22, 2023 - September 30, 2024
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**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.1 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 5.2 These powers include, but are not limited to:

- (a) To determine unilaterally the purpose of the Department.
- (b) To set standards of service 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 bargaining unit employees.
- (e) To take disciplinary action against bargaining unit employees for just cause.
- (f) To determine the size of the Department.
- (g) To take whatever steps necessary, consistent with the terms of this Agreement, to accommodate a qualified applicant or bargaining unit employee with a disability.
- (h) To assign and reassign bargaining unit employees to perform tasks that are within the scope of basic employment duties they are hired to perform.
- (i) To determine the number, location and type of its operations, functions and services.
- (j) To abolish job classifications and to create new job classifications.
- (k) To establish reasonable rules and regulations, standard operating procedures and safety regulations which may be subject to the grievance and arbitration procedures.

Section 5.3 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 the Agreement.

1 Section 5.4 If at the sole discretion of the Board or County Coordinator it is determined that
2 extreme civil emergency conditions exist, including but not limited to, riots, civil disorder,
3 hurricane conditions, floods, or other similar catastrophes, the provisions of this Agreement may
4 be suspended by the Board or County Coordinator during the time of the declared emergency,
5 provided that wage rates and monetary fringe benefits shall not be suspended, however, due to
6 such emergency conditions the Union recognizes there may be a delay in the payment of the wage
7 rates and monetary fringe benefits. Should an emergency arise, the Board or County Coordinator
8 shall advise the President of the Union or the next highest ranked official of the Union of the nature
9 of the emergency. The Board or the County Coordinator shall follow up in writing thereafter as
10 practicable and shall forward said written notice to the President of the Union.

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ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

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4 Section 7.1 The County and the Union agree that it is beneficial to encourage informal discussion
5 between employees and the Department concerning employment problems of employees covered
6 by this Agreement. Such discussions should be held with a view towards reaching an
7 understanding which will bring about resolution in a satisfactory manner without need for recourse
8 under the formal grievance procedure.

9
10 Section 7.2 The term grievance as used in this Agreement means a formal, written complaint
11 by the Union President or designee, an employee, or group of employees (with respect to a
12 common issue) covered by this Agreement alleging non-compliance with a specific provision of
13 this Agreement (including discharge), or any interpretation or application of the terms of this
14 Agreement. Any matter not covered by this Agreement is not subject to the grievance procedure.

15 Section 7.3 A grievance may be taken up during the working time of the Grievant upon approval
16 of the Director of Public Safety as long as it does not impinge upon emergency situations or job
17 duties.

18 Section 7.4 All grievances must be in writing on the Department of Public Safety Grievance
19 Form beginning in step 1 (see Appendix A) and must contain all the following information:

- 20 (a) A statement of the grievance, giving a description of the facts, dates and times of the
21 events involved in the alleged violation, and the specific remedy desired by the Grievant;
- 22 (b) The specific Article and Section of the Agreement alleged to have been violated;
- 23 (c) The action, remedy, or solution requested by the employee(s);
- 24 (d) The signature of the Grievant(s);
- 25 (e) The date submitted;

1 (f) If a class action grievance that does not impact all of the members of the bargaining unit,
2 the grievance must specifically identify the names of the employees and signatures for
3 whom any remedy may be sought in such grievance; and

4 (g) Designation of the specific Union representative if the Grievant requests Union
5 representation.

6 Failure to include any of this information in the grievance shall render the grievance null and void.

7 Section 7.5 All grievances shall be processed in accordance to the following procedure:

8
9 Step 1. The Grievant (i.e. employee, or group of employees) shall present his/her (their)
10 written grievance to his/her (their) assigned Battalion Captain within seven (7) calendar days of
11 the time the employee(s) knew or should have known of the violation of the Agreement. The
12 Battalion Captain should discuss and make an effort to resolve all legitimate grievances with
13 fairness and justice for both the Grievant/s and the County. The Battalion Captain shall notify the
14 Grievant of his/her decision within seven (7) calendar days from the date the grievance was
15 presented to him/her.

16 Step 2. If the grievance is not settled at the first step, the Grievant, within seven (7)
17 calendar days of the receipt of the Battalion Captain's decision, shall provide the same to the
18 Director of Public Safety. The Director of Public Safety or his/her designee shall review the
19 alleged grievance and shall, within seven (7) calendar days of receipt of the written grievance,
20 conduct a meeting with the Grievant and the Union representative if the Grievant requests Union
21 representation. The Director of Public Safety or his/her designee shall notify the Grievant of
22 his/her decision no later than seven (7) calendar days following the meeting date.

23 Step 3. If the grievance is not settled on the second step, the Grievant within seven (7)
24 calendar days from receipt of the Director of Public Safety decision shall present the written

1 grievance to the County Coordinator or his/her designee. The Coordinator or his/her designee
2 shall review the alleged grievance and shall within seven (7) calendar days of receipt of the written
3 grievance conduct a meeting with the Grievant and Union representative, if the Grievant requests
4 Union representation. The Coordinator or his/her designee shall notify the Grievant in writing of
5 his/her decision no later than seven (7) calendar days following the meeting date.

6 Step 4. Written Appeal for Mediation. The Union may thereafter appeal the decision of
7 the County Administrator and may request a grievance mediation with the Federal Mediation and
8 Conciliation Service (FMCS). The request must be made by the Union within seven (7) business
9 days of the response of the County Administrator. The FMCS shall provide a mediator that
10 attempts to guide the parties to a mutually acceptable settlement of the grievance. The mediation
11 must be conducted no later than twenty-one (21) days after the decision of the County
12 Administrator at Step 3, absent mutual agreement by the County and the Union. If the parties
13 cannot settle the matter during Federal Mediation, the Union may proceed to Step 5 within five (5)
14 days of the conclusion of the mediation.

15 Step 5. Arbitration. If a grievance, as defined in this Article has not been satisfactorily
16 resolved within the Grievance Procedure the Union may request arbitration in writing to the Office
17 of the County Coordinator no later than seven (7) calendar days from the date of the County
18 Coordinator's decision in Step 3 of the Grievance Procedure.

19 Section 7.6 Whenever the Union requests arbitration in accordance with the provisions of Section
20 7.5, the parties shall attempt to agree upon an impartial individual to act as an arbitrator within
21 seven (7) calendar days following appeal to arbitration. If an impartial individual cannot be
22 mutually agreed upon within seven (7) calendar days following appeal to arbitration, the parties
23 shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7)

1 arbitrators from Florida. An arbitrator shall be selected from such panel by alternately striking
2 names from the list (the party seeking arbitration shall make the first strike) until the last name on
3 the list is reached.

4 Section 7.7 The arbitrator shall not have the power to add to, subtract from, or alter the terms of
5 this Agreement.

6 Section 7.8 There shall be no appeal from the Arbitrator's decision unless allowed by law, it shall
7 be final and binding on the Union and on all bargaining unit employees and on the County,
8 providing the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's
9 jurisdiction, or is not in violation of public policy. The authority and responsibility of the County,
10 as provided by federal and/or Florida law, shall not be usurped in any manner.

11 Section 7.9 The Arbitrator will divide the cost of his/her services between the parties. Each side
12 will pay for its own representation and witnesses. Either side desiring a transcript will pay for it.

13 Section 7.10 It is the mutual desire of the County and the Union that grievances shall be adjusted
14 as quickly as possible and to that end. The time limits set forth in this article are to be strictly
15 enforced. The time limits may only be extended by mutual written agreement, or the purpose of
16 calculating time limits, the day on which the grievance, or a reply by management to a grievance,
17 is received, shall not be counted. Failure of the Grievant (or Union in case of Step 5) to observe
18 the time limits for any steps in this Article without a mutually agreed written extension of time
19 shall terminate the grievance.

20

1 **ARTICLE 8**
2 **HOURS OF WORK AND OVERTIME**
3

4 Section 8.1 The basic work period for bargaining unit employees will consist of two (2) seven
5 (7) day work periods and the tour of duty for all current, active frontline units (as of the date of
6 this agreement) will be twenty-four (24) hours on and forty-eight (48) hours off. Additional units
7 may be added with an alternate tour of duty as determined by the County.

8 Section 8.2 No employee shall authorize overtime for him/herself, but shall be entitled to overtime
9 work as assigned or authorized by the County. It is understood that the County has the right to
10 schedule overtime work as needed, and in a manner most advantageous to the County. Whenever
11 practical, an overtime roster system will be used when assigning overtime work. Overtime records
12 of the County shall be made available to Union officials as requested to resolve any question
13 involving distribution of overtime. Paid annual leave shall be construed as hours worked for
14 purposes of computing overtime.

15 Section 8.3 Employees covered by this Agreement shall be given seven (7) days' notice or as far
16 in advance as is reasonably practicable of any change in their Station or shift assignment.

17 Section 8.4 All part-time employees shall be limited to 48 hours per week, however, if
18 extenuating circumstances exist this may be altered at the discretion of the Director of Public
19 Safety.

20 Section 8.5 All bargaining unit members assigned to a 24-hour shift may not work more than
21 sixty (60) hours consecutively without a twelve (12) hour off-duty break.

22 Section 8.5 Light duty for Workers' Compensation injuries shall be governed by County Policy.

**ARTICLE 9
PROBATIONARY PERIOD**

Section 9.1 New Hires.

- A. The term “new hire” shall mean any employee who is hired to a position in the bargaining unit that he or she has never served in before. Inasmuch as the bargaining unit specifically excludes part-time employees, a “new hire” includes anyone who previously served as a part-time employee in any capacity, even if it was in a position title that is filled by both full and part time employees.
- B. All new hires shall be probationary employees and must successfully complete a probationary period of 365 calendar days of continuous uninterrupted employment as a bargaining unit employee before attaining regular status. The employee’s starting date of employment for purposes of calculating probationary status shall be adjusted if the employee takes leave without pay during the probationary period. Should the employee be in his/her probationary period at the time he/she takes leave without pay, the probationary period shall be extended in proportion to the days he/she was on such leave.
- C. The County shall have the authority to extend the probationary period for new hires on an individual basis in increments of no more than one (1) ninety (90) calendar day period, for a maximum total probationary period of 455 days. The County will notify the employee in writing of any extended probation time.
- D. Upon completion of the new hire probationary or extended probationary period, the employee will be converted to regular status and given a 3% increase to his or her base rate of pay to be effective at the beginning of the following pay period.

1 E. Any new hire employee will be considered an “at will” employee during his or her
2 probationary period or extended probationary period and may be disciplined or
3 discharged without recourse to the grievance or arbitration procedure of this
4 Agreement; however, a new hire probationary employee may file a grievance over an
5 alleged violation of this Agreement up through the County Coordinator only.

6 F. During the first 182 days of the probationary period or extended probationary period
7 for new hire employees, such employees will accrue, but not be permitted to use, annual
8 leave benefits.

9 Section 9.2 Re-Hired Employees.

10
11 A. The term “rehired employee” shall mean any employee who has worked for the Levy
12 County Department of Public Safety within the previous one (1) year period in a
13 bargaining unit position.

14 B. All re-hired employees shall be probationary employees and must successfully
15 complete a probationary period of 182 calendar days of continuous uninterrupted
16 employment before attaining regular status.

17 C. The employee’s starting date of employment for purposes of calculating probationary
18 status shall be adjusted if the employee takes leave without pay. Should the employee
19 be in his/her probationary period at the time he/she takes leave without pay, the
20 probationary period shall be extended in proportion to the days he/she was on such
21 leave.

22 D. The County shall have the authority to extend the probationary period for re-hires on
23 an individual basis in increments of no more than one (1) ninety (90) calendar day

- 1 period, for a maximum total probationary period of 272 days. The County will notify
2 the employee in writing of any extended probation time.
- 3 E. Upon completion of the re-hire probationary period, or extended probationary period,
4 the employee will be converted to regular status and given a 3% increase to his or her
5 base rate of pay to be effective at the beginning of the following pay period.
- 6 F. Any re-hire employee will be considered an “at will” employee during his or her
7 probationary period or extended probationary period and may be disciplined or
8 discharged without recourse to the grievance or arbitration procedure of this
9 Agreement; however, a re-hire probationary employee may file a grievance over an
10 alleged violation of this Agreement up through the County Coordinator only.
- 11 G. During the first 182 days of the probationary period or extended probationary period
12 for re-hired employees, such employees will accrue, but not be permitted to use, annual
13 leave benefits.
- 14 H. Employees serving in full-time bargaining unit positions who convert to part-time
15 positions out of the bargaining unit shall have their base rates of pay altered to the part-
16 time position base rate of pay, regardless of the employees years of service; provided,
17 however, that if and when that employee returns to a full-time bargaining unit position
18 within the time frame set forth in Section 9.2 (A) above, the employee will return to
19 the base starting rate for the full-time bargaining unit position and be subject to the
20 probationary period set forth in Section 9.2 (D) and (E) above.

21

1 Section 9.3 Advancement To Positions Within The Bargaining Unit
2

- 3 A. The terms “advance, advanced, advances and advancement” as used in this Section
4 shall mean any employee in a bargaining unit position who advances to a higher
5 position in the bargaining unit as follows: (1) advancement from a Single Certified
6 position (Single Certified EMT, Single Certified Paramedic) to a dual certified position
7 (Dual Certified Firefighter/EMT; Dual Certified Firefighter/Paramedic or Dual
8 Certified Battalion); (2) advancement from a Single Certified EMT to a Single
9 Certified Paramedic;; (3) advancement from a Dual Certified Firefighter/EMT to a
10 Dual Certified Firefighter/Paramedic; and (4) advancement from a Dual Certified
11 Firefighter/Paramedic to a Dual Certified Battalion.
- 12 B. Any bargaining unit employee who advances to a higher position in the bargaining unit
13 shall be considered as a probationary employee and must successfully complete an
14 advancement probationary period before regularly appointed to the new position
15 classification. The probationary period for advancement probationary employees shall
16 be 182 calendar days of continuous uninterrupted service.
- 17 C. Upon advancement to a higher position in the bargaining unit, and at the beginning of
18 the advancement probationary period, the newly advanced employee will be given an
19 increase of the difference of the base rates between the current position and the new,
20 promoted position.
- 21 D. If the advanced probationary employee fails to demonstrate that he/she can adequately
22 perform the job within the advancement probationary period, the County will return the
23 employee to his/her former position classification at the employee’s previous base rate
24 of pay, without any loss of overtime.

1 Section 9.4 The County will notify the probationary employee, in writing, at the end of his/her
2 probation period of the employee's probationary status.

3

1 **ARTICLE 11**
2 **HOLIDAY TIME**

3
4 Article 11.1 Observed Holidays – The following shall be considered holidays and shall be
5 administered and paid pursuant to present practices:

6	New Year’s Day	Martin Luther King Day
7	President’s Day	Good Friday
8	Memorial Day	
9	Independence Day	Labor Day
10	Veteran’s Day	Thanksgiving Day and Day After
11	Christmas Eve Day	Christmas Day

12 Section 11.2 Holiday pay is in addition to compensation for hours worked. All personnel shall
13 receive twelve (12) hours of straight time pay for each approved holiday. If an employee works on
14 an approved holiday, he or she shall receive pay at straight time for any portion (increments of ¼
15 hour) of hours worked for the 24-hour period commencing at 08:00 am on the holiday.

16 Examples

- 17 • Holiday Not Worked – Employee Receives = 12 hours
- 18 • Worked 0800 – 1000 Hours on Holiday – Employee Receives – 12 Hours Holiday Pay plus 2
19 Hours Holiday Worked Pay plus 2 hours for hours worked = 16 Hours
- 20 • Worked 12 Hours on Holiday – Employee Receives – 12 Hours Holiday Pay plus 12 Hours
21 Holiday Worked Pay plus 12 hours for hours worked = 36 Hours
- 22 • Holiday Pay plus 24 Hours Holiday Worked Pay plus 24 hours for hours worked = 60 Hours

**ARTICLE 12
LEAVE PLANS**

Section 12.1 Annual Leave – Employees (as defined in the Florida State Department of Administration of Retirement manual) shall accrue paid vacation leave based on years of service from the date of employment on the schedule below:

Years of Service	Hours per Pay Period
1 to 5 Years	6 Hours per pay period
6 to 10 Years	7.5 Hours per pay period
11 to 15 Years	9 Hours per pay period
16 to 20 Years	10.5 Hours per pay period
20 Years +	12 Hours per pay period

Section 12.2 Annual Leave shall be accrued to a maximum of 528 hours. Annual Leave and Sick Leave shall be computed based upon hours worked. At termination, the employee will receive payment for any unused Annual Leave not exceeding 360 hours. The taking of Annual Leave will be on the date approved by the employee’s immediate Battalion Captain or his/her designee, and the employee will be advised of the name of the designee.

Section 12.3 Probationary Employees – Annual Leave shall accrue from the employee’s date of hire. New employees must complete 182 days of the probationary period before being eligible for Annual Leave.

Section 12.4 Employees are granted leave in 12 and/or 24-hour increments.

Section 12.5 Donation of Leave Time – An employee who has accrued Annual Leave time in excess of two hundred (200) hours may, if approved by management, donate up to two (2) weeks Annual Leave to another employee who needs additional time due to extenuating circumstances and said request for transfer shall not be unjustly denied.

1 Section 12.6 Employees having terminated their employment, either voluntarily or otherwise,
2 with Levy County shall, upon re-employment, begin earning Annual and Sick Leave as a new
3 employee. Accrued Annual or Sick Leave may not be transferable from one employment period
4 to another. When an employee with seven (7) years or more of service is terminated through no
5 fault of the employee and if the termination is not the result of injuries or health then the employee
6 would be entitled to two (2) weeks' severance pay at his/her rate of pay at the time of termination.
7 Section 12.7 Sick Leave – Employees (as defined in the Florida State Department of
8 Administration Division of Retirement manual) shall accrue Sick Leave at six (6) hours per pay
9 period with no limitation on amount of Sick Leave that may be accumulated.

10 Utilizing Sick Leave shall be according to the following guidelines:

- 11 (a) Illness, injury, incapacitation or quarantine of the employee.
- 12 (b) Illness, injury of a member of the employee's immediate family. Immediate family being
13 defined as spouse, children, parents, grandparents, sisters, brothers, parents of spouse, and
14 grandparents of spouse.
- 15 (c) An employee who has accrued Sick Leave time in excess of two hundred (200) hours may,
16 if approved by management, donate Sick Leave time to another employee who needs
17 additional time due to extenuating circumstances and said request for transfer shall not be
18 unjustly denied.
- 19 (d) Any bargaining unit employee who has been continuously employed by the County in a
20 bargaining unit position for a period of (5) or more years and is medically diagnosed with
21 a terminal illness which results in his or her separation from employment from the County
22 shall be eligible to have his/her individual health insurance premium paid by the County

1 for a maximum of 18 months after separation from employment as provided under the
2 Consolidated Omnibus Budget Reconciliation Act (COBRA).

3 (e) Employees shall be allowed to take two (2) consecutive shifts off without a physician's
4 excuse. On the third consecutive shift taken off, an excuse is required.

5 (f) A medical certificate, signed by a licensed Florida physician, shall be required by an
6 employee's Battalion Captain or Director of Public Safety to substantiate a request for Sick
7 Leave when:

8 1) After four (4) occurrences in any continuing twelve (12) month period, (an
9 occurrence means a separate unconnected illness/injury of a full shift or more), the
10 employee shall present a physician's excuse for the next occurrence.

11 2) If a Battalion Captain suspects abuse of Sick Leave because of unusual
12 circumstances, or a developing pattern, the employee may be required to produce a
13 physician's excuse in order to have further Sick Leave approved.

14 3) Any employee who will not be able to report for an assigned shift because of illness
15 must call the designated contact person/point on duty as soon as possible, but in no
16 event later than 6:00 a.m. Failure of timely notification of the Battalion Captain
17 may result in disciplinary action.

18 4) Any employee utilizing Sick Leave either immediately before or after vacation
19 must submit a medical certificate in accordance with subsection (f).

20 5) Sick Leave in excess of that accumulated by an employee shall not be granted. If
21 an illness extends beyond a period of time covered by his/her accrued Sick Leave
22 credits, Annual Leave or Union Time Pool must be applied to the extent needed or
23 available. Days lost due to illness or injury after exhaustion of all accumulated Sick

1 and Annual Leave shall be charged to leave without pay only after approval from
2 the Director or his/her designee. All leave without pay must be approved by the
3 Director prior to the date(s) of leave.

4 Section 12.8 Compensation for Sick Leave at retirement or resignation when an employee
5 becomes vested for retirement and voluntarily leaves employment, that employee will be
6 compensated for any unused Sick leave at the employee's current regular hourly rate of pay for
7 one-fourth (1/4) of all unused Sick Leave credits accrued. In no case will an employee receive
8 payment for unused Sick Leave credits in excess of four hundred and eighty (480) hours.

9 Section 12.9 Bonus Day - Each employee who completes one hundred and eighty consecutive
10 days without using Sick Leave shall be entitled to 24 hours off with pay. Said bonus day must be
11 taken within ninety (90) days after the one hundred eighty (180) day accrual period or the employee
12 shall forfeit the bonus day. The Bonus Day shall be construed as hours worked for purposes of
13 computing overtime.

14 Section 12.10 An employee, who is a Reserve member of the U.S. Armed Forces or the National
15 Guard, shall be eligible for paid leave of absence for compulsory temporary duty. The maximum
16 paid leave is thirty (30) calendar days for each fiscal year. Unpaid military leave may be requested
17 by the employee for any absence over thirty (30) calendar days and will be subject to the approval
18 of the Director of Public Safety and County Coordinator. Requests for military leave will be
19 submitted in writing with proper documentation attached.

20 Section 12.11 Funeral Leave – An employee who has a death in his/her immediate family shall
21 be granted a maximum of 24 hours paid leave for a death within the State of Florida, and a
22 maximum of 72 hours paid leave for a death outside the State of Florida. Immediate family for

1 purposes of this Section is defined as spouse, children, parents, grandparents, siblings, parents of
2 spouse, sibling of spouse, and grandparents of spouse.

3 Section 12.12 Training Leave – Leave with pay may be granted to any employee for job-related
4 seminars of short duration, up to twenty-four (24) hours. This must have prior approval of the
5 Director of Public Safety.

6 Section 12.13 Maternity Leave – An employee shall be granted Maternity Leave based on the
7 County FMLA policy. Maternity Leave shall begin on the date mutually agreed to by the
8 employee, her physician, and the Director of Public Safety or his/her designee. It shall be
9 necessary that the employee furnish a physician’s statement that the assigned work will not create
10 a hazard or physical problem. A statement from the physician is required when the employee is
11 physically able to return to work.

12 Section 12.14 Leave Without Pay – An employee must request in advance leave without pay if it
13 is necessary for personal reasons to be absent from work. The Director of Public Safety shall at
14 his/her discretion approve or disapprove the request.

15 Section 12.15 Union Leave of Absence – Members elected to Union positions or appointment by
16 the Union to perform work which takes them from employment with the County shall, upon written
17 request, receive leave of absence without pay for their terms of office or up to a period not to
18 exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional one
19 (1) year period. Employees desiring leave under this Section shall notify the County two (2) weeks
20 in advance of the date in which leave is to become effective and shall specify the facts giving rise
21 to the request. If it is impossible to give two (2) weeks’ notice, the County shall waive the two (2)
22 week requirement. No more than two (2) employees shall be off on leave under this Section at
23 one time unless mutually agreed upon by the parties. Union Leave of Absence shall be limited to:

1 conventions, grievance hearings, Contract negotiations, officers to attend regular monthly business
2 meetings, and other Union business mutually agreed upon by the County and the Union. Seniority
3 shall accumulate during such leave. Such leave shall not be arbitrarily or capriciously denied.

4 Section 12.16 Grievance Hearings – Employees who have filed a grievance will be authorized to
5 attend all steps of the process if the hearing is scheduled during the employee’s normal working
6 hours. The appropriate Union officer may attend with pay if the hearing is during their normal
7 working hours and are representing the Grievant. The Union must submit a list of employees to
8 attend the hearing as direct witnesses. This list must be submitted simultaneously with the notice
9 of appeal to the County Coordinator’s office to allow for proper notification of the employee’s
10 absence. The County Coordinator or his/her designee will review the list and authorize absence
11 from work for the employee(s) that the Union requests and the Union shows are necessary and
12 material to the proceedings. Employees who wish to attend as observers may request vacation
13 time in accordance with established procedures.

14 Section 12.17 School Leave – At which time an employee is participating in Paramedic instruction,
15 he/she will be charged Annual Leave, if said class is during the employee’s regular shift. The
16 employee will not be allowed to use this Section for clinical hours, which can be scheduled for the
17 employee’s regular time off. No employee on probation shall receive compensation from the
18 County for school until completion of probation. Time off shall be without pay and must have
19 prior approval of the Director.

20 Section 12.18 Family and Medical Leave – The parties agree the present practice covering the
21 County’s Family and Medical Leave shall continue.

22 Section 12.19 Supplementing Leave with Sick Leave – In the event an employee takes sick leave
23 during their normally scheduled three day week for 40 hour employees or 5 scheduled days per

1 pay period for 106 hour employees that would result in the loss of built in overtime, the employee
2 shall be allowed to use twelve (12) hours sick leave to supplement the loss of built in overtime;
3 provided, however, the employee must have a minimum of one hundred and fifty (150) hours of
4 sick leave on the books.

5 Section 12.20 Employees will be given the option of selling their Annual Leave back to the
6 County at their regular rate of pay. Employees can use this option in twenty (20) hour increments,
7 four (4) times a year for a maximum total of eighty (80) hours.

8 Section 12.21 Each employee shall be eligible to take one (1) personal day (floating holiday) to
9 be taken during the calendar year. Such personal day shall be construed as hours worked for the
10 purposes of calculating overtime.

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4 **ARTICLE 13**
5 **ALCOHOL AND DRUG TESTING**

6 The parties agree to abide by the County’s Alcohol and Drug Testing Policy. The County and the
7 Union agree that drug abuse is a significant public health problem in our society. Drug abuse in
8 the workplace negatively affects individual job performance and undermines the public’s
9 confidence in Levy County and the services we provide.

10 Both parties to this agreement acknowledge the importance of establishing and maintaining a drug
11 free workplace; and complying with all Federal, State, and Local regulations related to drug use,
12 including the Federal Drug Free Workplace Act of 1988 and the State Comprehensive Economic
13 Development Act of 1990.

14 As used herein, “drug abuse” includes the use of illicit substance or misuse of controlled
15 substances, alcohol, or other psychoactive drugs.

16 Section 13.1 Policy and Statement – The manufacture, use, possession or distribution of illicit or
17 controlled substances on the job is strictly prohibited. Employees are required to report to work
18 in a fit condition for duty. Being under the influence of alcohol or illicit drugs and being under
19 the influence of legal drugs to the extent that normal faculties are or may be impaired, is strictly
20 prohibited. Employees who use or distribute drugs on the job are subject to disciplinary action,
21 including dismissal. Any confiscated drugs will be turned over to local law enforcement officials.
22 If an employee is under medical treatment with a drug that could alter his/her ability to do the job,
23 he/she is required to report this drug use immediately to his/her Battalion Captain.

24 Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts
25 responsibility for providing channels of help. However, it is the employee’s responsibility to seek
26 such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected.

1 But, if employee does not seek help and or work performance or work conduct problem comes to
2 the attention of the County, then disciplinary action will result.

3 Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy, shall be
4 presumed, in the absence of clear and convincing evidence to the contrary, to be under the
5 influence and will forfeit his/her eligibility for all workers' compensation, medical and indemnity
6 benefits and will be terminated or disciplined.

7 Section 13.2 Notice – The drug testing provisions of this policy are effective immediately
8 following ratification of this Article and adoption of this policy as a County Personnel policy.

9 The County will provide a one-time written notice to all employees as required by Section
10 440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to any
11 pre-employment drug testing. Copies of this notice will be placed on all employee bulletin boards
12 and a general statement that the County will test all job applicants will be included on vacancy
13 announcements.

14 Section 13.3 Confidentiality – The provisions of Section 440.102(8), Florida Statutes, shall
15 govern the release of any information, interviews, reports, statements, memoranda and drug testing
16 results received by the County through this drug testing program.

17 Section 13.4 Types of testing – The County will conduct the following types of drug testing:

18 (a) Pre-employment – All employees shall be required to take a drug urinalysis and/or blood
19 test prior to initial employment. Any applicant whose test results indicate presence of
20 alcohol or drug abuse will not be hired.

21 (b) Scheduled physical examination – Any employee who undergoes a full physical
22 examination in accordance with Article XIV shall also be tested for drug and/or alcohol
23 use as part of that examination.

1 (c) Reasonable suspicion – Drug testing based on a belief that an employee is using or has
2 used drugs in violation of this policy drawn from specific objective and articulable facts
3 and reasonable inferences drawn from those facts in light of experience. Approval for such
4 testing shall be authorized only by management level employee. Among other things, such
5 facts and influences may be based upon:

- 6 1. Observable phenomena while at work, such as direct observation of drug use or of
7 the physical symptoms or manifestations of being under the influence of a drug.
- 8 2. Abnormal conduct or erratic behavior while at work or a significant deterioration
9 in work performance.
- 10 3. A report of drug use, provided by a reliable and credible source.
- 11 4. Evidence that an individual has tampered with a drug test during his employment
12 with the current employer.
- 13 5. Information that an employee has caused, contributed to, or been involved in an
14 accident while at work.
- 15 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs
16 while working or while on County premises or while operating County vehicles,
17 machinery or equipment.

18 If testing is conducted based on reasonable suspicion, the County will promptly detail in writing
19 the circumstances which formed the basis of the determination that reasonable suspicion existed
20 to warrant the testing. A copy of this documentation shall be given to the employee upon request
21 and the original documentation shall be kept confidential by the County pursuant to this policy and
22 shall be retained for at least one (1) year.

1 (d) Follow-up – If an employee, in the course of employment, enters an employee assistance
2 program for drug related problems or an alcohol and drug rehabilitation program, the
3 County will require the employee to submit to a drug test as a follow-up to such program,
4 and on a quarterly, semiannual or annual basis, at the County’s discretion, for two (2) years
5 thereafter.

6 (e) All Department of Public safety employees who are required to operate a county vehicle
7 as a condition of employment will be tested for drugs and alcohol. A follows:

- 8 1. Pre-employment – Employees who are promoted or transferred to a covered
9 position will be tested for both alcohol and drugs prior to the effective date of the
10 transfer or promotion.
- 11 2. Post-accident – A driver will be tested following an accident when any person
12 involved in the accident has been fatally injured or the driver received a citation for
13 a moving traffic violation arising from operating a county vehicle.
- 14 3. Reasonable Suspicion – Same as for other employees.
- 15 4. Random – Employees will be tested for alcohol and drugs on a random
16 unannounced basis. The number to be tested will conform to Federal rules.
17 Bargaining unit members shall be chosen using a scientifically valid random
18 method and shall have an equal chance each time selections are made.
- 19 5. Follow-up – Same as for other employees.

20 All testing under section (e) shall comply with the provisions of the Omnibus Act and
21 federally adopted rules.

22 Section 13.5 Drug Testing Procedures – All specimen collection and testing for drugs shall be
23 conducted in accordance with Sections 440.102(5), (6), and (7), Florida Statutes.

1 (a) The County may test for any or all of the following:

- 2 Alcohol
- 3 Amphetamines
- 4 Cannabinoids
- 5 Cocaine
- 6 Phencyclidine
- 7 Methaqualone
- 8 Opiates
- 9 Barbiturates
- 10 Benzodiazepines
- 11 Methadone
- 12 Propoxyphene

14 (b) Initial Test – The initial test screen for all drugs shall use in immunoassay except
15 that the initial test for alcohol shall be an enzyme oxidation methodology. The
16 following cutoff levels shall be used when first screening specimens to determine
17 whether they are positive or negative for these drugs or metabolites. All levels
18 equal to or exceeding the following shall be reported as positive:

19	Alcohol	.04g%
20	Amphetamines	1000 mg/ml
21	Cannabinoids	100 mg/ml
22	Cocaine	300 mg/ml
23	Phencyclidine	25 mg/ml
24	Methaqualone	300 mg/ml
25	Opiates	300 mg/ml
26	Barbiturates	300 mg/ml
27	Benzodiazepines	300 mg/ml
28	Methadone	300 mg/ml
29	Propoxyphene	300 mg/ml

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1 (c) Confirmation Test – All specimens identified as positive on the initial tests shall
2 be confirmed using a second test, a gas chromatography/mass spectrometry
3 (GC/MS) test, or an equivalent or more accurate scientifically accepted method
4 approved by the State or Federal government; except that alcohol will be confirmed
5 using gas chromatography. All confirmations shall be done by quantitative
6 analysis. The following conformation cutoff levels shall be used when analyzing
7 specimens to determine whether they are positive or negative for these drugs or
8 metabolites. All levels equal to or exceeding the following shall be reported as
9 positive:

10	Alcohol	.04g%
11	Amphetamines	500 mg/ml
12	Cannabinoids	15 mg/ml
13	Cocaine	150 mg/ml
14	Phencyclidine	25 mg/ml
15	Methaqualone	150 mg/ml
16	Opiates	300 mg/ml
17	Barbiturates	150 mg/ml
18	Benzodiazepines	150 mg/ml
19	Methadone	150 mg/ml
20	Propoxyphene	150 mg/ml

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22 (d) The laboratory shall report test results to a medical review officer chosen by the
23 County to act on its behalf. The employee will be placed on Administrative Leave
24 with Pay pending receipt of the results. The laboratory shall transmit results to the
25 medical review officer in a manner designed to ensure confidentiality of the

1 information. Unless otherwise requested by the County, the employee records shall
2 be retained by the laboratory for a minimum of two (2) years.

3 (e) Within five (5) working days after receipt of a positive confirmed test result from
4 the medical review officer, the County shall inform the employee in writing of such
5 positive test result, the consequences of such result, and the options available to the
6 employee. Notification shall be mailed certified or hand delivered. Absent
7 extenuating circumstances, mailed notification shall be deemed received by the
8 employee when signed for, or seven (7) calendar days after delivery, whichever
9 occurs first. A copy of the test results will be provided to the employee with this
10 notification.

11 Section 13.6 Employee Challenges and Option to Retest – Within five (5) working days after
12 receiving notice of a positive confirmed test result from the County, the employee may submit
13 information to his/her Battalion Captain explaining or contesting the test results and why the
14 results do not constitute a violation of this program. The employee will be notified in writing if
15 the explanation or challenge is unsatisfactory to the County. This notice will be given to the
16 employee within fifteen (15) days of receipt of the employee's explanation or challenge and will
17 state why the employee's explanation is unsatisfactory. All such documentation will be kept
18 confidential and will be retained for at least one (1) year.

19 An employee may make a legal challenge pursuant to Statute or grieve employment decisions
20 made pursuant to this program in accordance with Article XI. When an employee initiates the
21 grievance process, it shall be the employee's responsibility to notify the Personnel Director and
22 the laboratory in writing that such as a grievance has been filed. Reference the chain of custody

1 specimen identification number, and request that the sample be retained by the laboratory until
2 final disposition of the grievance.

3 During the one hundred eight (180) day period following the employee's receipt of a positive test
4 result, the employee may request that a portion of the original specimen be retested, at the
5 employee's expense. The retesting must be done at another State licensed NIDA approved
6 laboratory and must be tested at equal or greater sensitivity for the drug in question as the first.

7 Section 13.7 Rehabilitation – Any employee who feels that he/she has developed an addiction
8 to, dependence upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek
9 assistance. Employees may seek such assistance from the County sponsored Employee Assistance
10 Program (EAP) or other community resources.

11 Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for
12 alcoholism or drug abuse will be entitled to benefits only to the extent specified under the
13 Employee Assistance Program or any health insurance program the Employee has in place with
14 no additional cost to the County. Employees required to be absent from the workplace while in
15 treatment may request a medical leave of absence in accordance with Article 12. An employee
16 shall be permitted to utilize all available accumulated paid leave before being placed in a leave
17 without pay status. All leave without pay requires prior approval from the Director or his/her
18 designee.

19 Upon successful completion of the EAP or other treatment program, the employee shall be
20 reinstated to the same or equivalent position that was held prior to such rehabilitation.

21 The County will not discharge, discipline or discriminate against an employee solely upon
22 the voluntary seeking of treatment for an alcohol or drug problem. However, if the employee has

1 previously tested positive for drug use, entered an EAP for drug related problems or entered an
2 alcohol or drug rehabilitation program while in the County's employ, appropriate disciplinary
3 action will be taken.

4 Section 13.8 Violations and Continued Employment – Employees who violate the County's
5 Drug Free Workplace Policy with a first time positive confirmed drug test will be referred to the
6 County EAP or other community alcohol and drug rehabilitation programs as appropriate.
7 However, use of the EAP or other rehabilitation resources will not shield the employee from
8 appropriate disciplinary action for violation of other County policies. Employees referred to the
9 EAP as a result of a first violation will be allowed to continue employment with the County
10 provided that:

- 11 (a) They contact EAP or other rehabilitation resources and strictly adhere to all terms
12 of treatment and counseling prescribed.
- 13 (b) They immediately cease any and all abuse of alcohol or drugs.
- 14 (c) They consent in writing to periodic unannounced testing in accordance with
15 Section 4(d) of this Article for a period of up to two (2) years after returning to
16 work or completion of any rehabilitation program, whichever is later.
- 17 (d) They pass all drug tests administered under this program.
- 18 (e) They execute and abide by an agreement describing the above stated conditions.

19 Failure to meet any of the above conditions, or second confirmed positive drug test will result
20 in dismissal from employment.

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ARTICLE 14
BULLETIN BOARDS
UNION EMBLEM

Section 14.1 Levy County shall provide adequate space in all stations in which the Union may post Union business information and material relevant to the bargaining unit members. The County and Union shall agree upon the locations of such bulletin boards. Such bulletin boards shall be no greater than 3' x 4' in size and be of a material appearance as management and the Union shall approve. The Union agrees that it will not post notices of a defamatory or inflammatory nature and that the Union's principle officers shall be responsible for all notices posted under this Section.

Section 14.2 Union members shall be permitted to wear the lapel or button-type emblem of the Union in a manner that is safe and inoffensive. An IAFF Union emblem of reasonable size may be placed on the driver-side front windshield and the rear passenger side window of County rescue vehicles.

Section 14.3 Levy County shall make available a centrally located container for the accessibility of Union materials for current and prospective Union members to be used for the delivery of specific information to specific employees, not as a mass information center.

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ARTICLE 16
TRAINING

4 Section 16.1 Training

5 (a) A training schedule shall be arranged whereby the employees will meet quarterly with the
6 Medical Director.

7 (b) The County will provide "on site" training for re-certification requirements such as ACLS,
8 CPR, EVOC, and other required re-certification at no cost to the employee.

9 (c) Any employee required to attend continuing educational classes in order to maintain a
10 current license or certification directly related to his/her position will be reimbursed the
11 costs of the course by the County with prior approval from the Director of Public Safety.

12 The County will provide reasonable, job-related training opportunities at the discretion of the
13 Director or his/her designee based on available funds. However, some training programs,
14 including but not limited to Paramedic School, Firefighter Minimum Standards, or Critical Care
15 Paramedic Training may require an additional Agreement to be completed between the
16 Employee and the County.

ARTICLE 18
UNIFORMS AND EQUIPMENT

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4 Section 18.1 The County shall furnish new bargaining unit employees the following initial
5 uniforms and protective equipment. Such uniforms and protective equipment when provided must
6 be used. The issuance, use, and appearance of uniforms and protective equipment shall be
7 governed by standard operating procedures.

8 Five (5) shirts with Department insignia.

9 Three (3) pairs of work trousers.

10 One (1) Uniform Belt

11 One (1) Light weight jacket or winter jacket, choice of employee

12 One (1) photo ID

13 One (1) Copy of the Medical Director's Protocols

14 Bargaining unit employees working in a Dual Certified capacity as determined by the County shall
15 also be furnished the following;

16 One (1) complete set of NFPA compliant bunker gear

17 One (1) complete set of NFPA compliant brush gear

18 Section 18.2 Employees will be eligible for a boot allowance of up to \$150 annually. Boots
19 purchased must meet Department requirements. Allowances will be approved by the Director or
20 his/her designee with proof of purchase made within thirty (30) days of the request. The allowance
21 amount approved will not exceed the gross amount paid for one (1) pair of boots.

22 Section 18.3 Ill-fitting or worn-out uniforms, items that become unserviceable beyond use or
23 stolen equipment, will be replaced on an as needed basis, as determined solely by Director of
24 Public Safety or designee. The County shall repair or replace any unserviceable or lost personal

1 protective equipment that it provides, at no cost to the employee, provided the damage or loss is
2 not contributed to negligence by the employee. Repair or replacement will be determined by the
3 Director of Public Safety or his designee. In the event of damage or loss to any uniforms,
4 equipment, or personal protective equipment that the County provides, that is caused by culpable
5 negligence or carelessness on the part of the employee, the employee shall be subject to
6 administrative action including repayment of such damage or loss to the above items. The
7 employee shall be responsible for notifying their Battalion Captain in writing of the type, size,
8 and reason for replacement. Logistics shall take possession of worn or damaged clothing or
9 equipment, and replace or order items, as soon as reasonably possible. If the employee loses or
10 misplaces his/her gear or clothing, he/she shall replace the missing article at the employee's
11 expense.

12 Section 18.4 The County shall retain ownership of all items issued to the employee by the County.

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ARTICLE 19
WAGES

Section 19.1 Levy County agrees this article will become effective the first pay period following the Ratification of the Contract by the BOCC. Unless otherwise noted, the base starting rate for new employees upon ratification shall be:

Single-certified, EMT	\$ 15.00
Single-certified, PM	\$ 18.00
Dual-certified, FF/EMT	\$ 15.58
Dual-certified, FF/PM	\$ 18.40
Dual-certified, Battalion	\$ 20.23

The Director of Public Safety, at his/her sole discretion may increase the starting wages up to a maximum of 15% per hour based on employees' experience, knowledge, skills, and ability to perform the required tasks.

Section 19.2 All bargaining unit members who are on the payroll as of the date of ratification of this Agreement by both parties:

Will have overtime paid at a rate of one and one-half times the employee's regular rate for all hours worked in excess of 40 hours in a 7-day work week pay cycle; as such, all dual-certified personnel who were receiving overtime at a rate of one and one-half times the employee's regular rate for all hours worked in excess of 106 hours in a 14 day pay cycle will have their hourly wage adjusted to maintain their annual salary (from 3,033 annual hours to 3,328 annual hours). For example, a Dual Certified, FF/EMT making \$16.00 per hour based on a 106hr/14 day pay cycle will be adjusted to 14.58 per hour on a 40hr/7 day pay cycle ($\$16 \times 3033 = \$48,528$ $\$48,528 / 3328 = \14.58).

And members who did not receive a full \$1 per hour increase due to the Medicaid mandated minimum wage pay increase effective October 1, 2022 will receive up to \$1 per hour effective the

1 beginning of the first full pay period following ratification. Members who received \$0.00 due to
2 the Medicaid mandate will receive \$1.00 per hour; Members who received less than \$1.00 due to
3 the Medicaid mandate will receive the difference in the amount received and \$1.00 (ex: if the
4 Member received \$0.13 for the Medicaid mandate, they would be entitled to receive the difference
5 of \$0.87 per hour).

6 And

7 Who are Single Certified, PM, Dual Certified, FF/PM, or Dual Certified, Battalion will receive
8 \$1.00 per hour effective the beginning of the first full pay period following ratification.

9 And

10 For October 1, 2023 through September 30, 2024 of this Agreement, each bargaining unit member
11 shall receive a \$1.00 per hour increase to base pay effective the beginning of the first pay period
12 following September 30, 2023.

13 And

14 Effective the beginning of the first pay period following September 30, 2023, all Dual-certified,
15 FF/EMTs will receive \$0.42 per hour increase to base rate and all Dual-certified, FF/PMs and
16 Dual-certified, Battalions will receive \$0.60 per hour increase to base rate.

17 Also for October 1, 2023 through September 30, 2024, the base starting rate listed above will
18 increase to the following per hour effective October 1, 2023 as follows:

19	Single-certified, EMT	\$ 16.00
20	Single-certified, PM	\$ 19.00
21	Dual-certified, FF/EMT	\$ 17.00
22	Dual-certified, FF/PM	\$ 20.00
23	Dual-certified, Battalion	\$ 21.83
24		

1 Section 19.3 Overtime will be paid at a rate of one and one-half times the employee's regular
2 rate for all hours worked in excess of 40 hours in a 7-day work week pay cycle for personnel.
3 Overtime hours of work are paid in increments of a quarter-hour. Vacation time shall be considered
4 time worked for purposes of calculating entitlement to overtime.

5 Section 19.4 Longevity Bonus – Employees who have worked for seven (7) years shall receive
6 an annual bonus of twenty-four (24) hours pay of the employee's regular rate on the employee's
7 anniversary date.

8 Additionally, members will receive a one-time milestone incentive for reaching specific years of
9 service milestones on the employee's specific anniversary date as follows:

- 10 One-time \$500 incentive for 5 years of service
- 11 One-time \$1,000 incentive for 10 years of service
- 12 One-time \$1,500 incentive for 15 years of service
- 13 One-time \$2,000 incentive for 20 years of service
- 14 One-time \$2,500 incentive for 25 years of service
- 15 One-time \$3,000 incentive for 30 years of service

16 Section 19.5 Employees, who attend staff meetings and training which is deemed mandatory by
17 the Director of Public Safety, and not on the employee's shift, shall be guaranteed two (2) hours
18 of pay. This time can be considered as time worked. In order for an employee to be eligible for
19 this benefit that employee must report on time and stay for the entire length of the meeting unless
20 otherwise excused by the Director of Public Safety.

21 Section 19.6 Bargaining unit employees who have or earned an associate's degree from a
22 regionally accredited college or university shall receive additional compensation of twenty-five
23 cents (\$0.25) on their hourly base rate. Employees who have or earned a bachelor's degree from a

1 regionally accredited college or university shall receive additional compensation of fifty cents
2 (\$0.50) on their hourly base rate. Bargaining unit members will only receive this benefit for one
3 degree per educational classification. Compensation for the degree is at the discretion of the
4 Director of Public Safety, after conferred upon and the course work identified on the official
5 college transcript as relates to the field of Emergency Services.

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ARTICLE 20
LAYOFFS AND RECALL

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4 Section 20.1 Levy County will attempt to avoid layoffs and, whenever possible, will consider
5 alternatives to layoff before any final decisions are made. In the event that a layoff is expected,
6 Levy County will attempt to communicate information about an impending layoff as soon as
7 possible. However, Levy County reserves the right to alter the layoff procedure and withhold
8 information about the layoff as permitted by law in order to protect Levy County's business
9 interests.

10 Section 20.2 An employee's length of service is measured from the original date of employment
11 with Levy County, as long as there has not been a break in service greater than 30 days. During a
12 layoff, employees with breaks in service greater than 30 days, but less than one year per break, are
13 credited only for their time actually worked, i.e., the break time does not get counted unless
14 required by law. Employees with a break in service greater than one year receive credit for service
15 only from their most recent date of hire with Levy County.

16 Section 20.3 Employees selected for layoff will be given as much notice as is required by law or
17 as much as is reasonable under the circumstances. Employees will be informed of the reason for
18 the layoff, the estimated length of the layoff, and any rights they have to appeal their selection for
19 layoff to the Human Resource Manager.

20 Section 20.4 Employees who are laid off will be maintained on a recall list for six months or
21 until management determines the layoff is permanent, whichever occurs first. Removal from the
22 recall list terminates all job rights the employee may have. While on the recall list, employees
23 should report to the Human Resource Manager if they become unavailable for recall. Employees

1 who do not keep a current home address on record with the Human Resource Manager will lose
2 their recall rights.

3 Section 20.5 Notice of recall will be sent by registered mail, return receipt requested, to the
4 current home address on record with the Human Resource Manager. Unless an employee responds
5 to the recall notice within seven days following receipt of the notice, or its attempted delivery, the
6 employee's name will be removed from the recall list and the employee will no longer have any
7 job rights with Levy County.

8 Section 20.6 If the layoff is expected to exceed 30 days, vacation pay equal to the number of
9 unused vacation days accrued will be paid at the time of layoff. Employees who are laid off will
10 not accrue vacation or days of paid absence during the layoff. When an employee returns to work
11 following a recall, however, the employee may use any vacation or days of paid absence
12 accumulated but not used at the time of the layoff.

13 Section 20.7 The Human Resource Manager will provide information regarding benefits during
14 layoff.

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4 **ARTICLE 21**
 COURT TIME

5 Section 21.1 A bargaining unit employee who is properly subpoenaed to appear as a witness,
6 while off duty, in any case that the employee is involved in as a result of his/her employment with
7 the County shall be paid as if engaged in the employee's normal work. Time spent under this
8 provision, as a witness shall be considered as time worked for the purpose of determining overtime
9 pay. If the employee is on duty when the deposition or trial is scheduled the employee will be
10 granted the time off without loss of wages. The employee shall receive a minimum of two (2)
11 hours of pay, if called while off duty, and the employee shall return all witness fees received to the
12 County. The employee will immediately notify his/her shift Battalion Captain upon receipt of a
13 subpoena that the County shall have the right to attempt to reschedule the appearance to a time to
14 meet operational concerns and the County will take the employee's interests into consideration.

15 Section 21.2 A bargaining unit employee who is summoned to appear in the County, State or
16 Federal Court for jury duty shall notify the shift Battalion Captain upon receipt of said summons.
17 The employee shall be relieved of responsibility for his/her regular work shift, and the County
18 shall pay the employee the amount that would have been received had the employee worked his/her
19 regular shift. When the employee is released or is excused from jury duty, the employee shall as
20 soon as possible, notify his/her Battalion Captain of their availability for work. Any employee
21 who receives compensation from jury duty shall return that compensation to the County
22 immediately upon receipt of the check if the compensation was earned during regular work hours.
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3 **ARTICLE 22**
4 **NO STRIKES/NO LOCKOUTS**

5 Section 22.1 During the term of this Agreement, neither the Union nor its agents or any employee,
6 for any reason, will authorize, institute, aid, condone, or engage in a slowdown, sickout, work
7 stoppage, strike, or any other activity which could interfere with the work and statutory functions
8 or obligations of the County. During the term of this Agreement, neither the County nor its agents
9 for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this
10 Agreement.

11 Section 22.2 The Union agrees to notify all Union officers and representatives of their obligation
12 and responsibility for maintaining compliance with this Article, including their responsibility to
13 remain at work during any interruption which may be caused or initiated by others, and to
14 encourage employees violating Section 22.1 to return to work.

15 Section 22.3 An employee may be disciplined by the County up to and including discharge for
16 violation of Section 22.1. An employee may grieve the issue of whether or not the employee
17 violated Section 22.1 but an employee may not grieve the degree of discipline for a violation of
18 Section 22.1.

19 Section 22.4 Nothing contained herein shall preclude the Union or the County from obtaining
20 judicial restraint and damages in the event of a violation of this Article.

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1 work on their scheduled physical date/time), any additional expense, including travel expenses
2 incurred will be the burden of the employee.

3 Section 23.5 All physical examination results will be maintained in separate medical files
4 maintained in the County Human Resources Office. In accordance with Florida Statute, records
5 contained in the bargaining unit member's medical files are exempt from disclosure pursuant to
6 public records laws.

7 Section 23.6 The County may require an employee to undergo a medical and/or psychological
8 examination during the course of employment if there is reason to believe the employee may not
9 be mentally or physically capable of performing regularly assigned duties. The County will bear
10 the cost of these examinations and determine the physician or psychologist to perform the
11 examination.

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ARTICLE 24
WORKERS COMPENSATION

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4 Section 24.1 The County provides workers' compensation insurance benefits for employees who
5 are injured in the course of employment with the County. Employees will immediately report any
6 injury arising out of, and in the course of, employment so that the workers' compensation
7 provisions of Florida Law can be activated.

8 Section 24.2 The parties agree to cooperate in eliminating injuries arising out of and in the course
9 of employment of employees. The parties further agree to work together to provide a safe and
10 healthy working environment.

11 Section 24.3 Injury in the line of duty – An employee injured in the line of duty, who is unable
12 to finish his/her shift, shall be paid as if the shift was completed with no loss of sick time or
13 overtime. Employees injured in the line of duty that require their absence from work will not be
14 eligible for Workers' Compensation benefits for the first seven days of the disability, however, if
15 the injury results in disability of more than twenty one (21) days, compensation shall be allowed
16 from the commencement of the disability as provided in Chapter 440, Florida Statutes. The injured
17 employee may utilize accrued sick leave or annual leave until such time as Workers' Compensation
18 benefits will revert to the County for all sick and annual leave credits used. The injured employee
19 will then receive credit back to his/her accrual of leave time at the same percentage as the employee
20 is eligible to receive under Workers' Compensation Act. Thereafter the injured employee shall be
21 compensated only as provided in the Workers' Compensation Act set forth in Chapter 440, Florida
22 Statutes.

ARTICLE 25
PENSION

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Section 25.1 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.

Section 25.2 The County agrees that the Union shall have the right, during the term of this Agreement, to explore and present to the County a supplement or alternative to the current pension plan without negotiating such improvement or changes within collective bargaining process.

ARTICLE 26
UNION TIME POOL

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4 Section 26.1 There shall be a Union time pool created that will allow Union members to contribute
5 earned vacation hours for use by the Union for direct representational activities, as well as special
6 circumstances, such as personal or family illness, that would require the recipient to use up their
7 entire sick leave balance. Situations such as continuing education not covered in Article 16 would
8 be eligible for use of this benefit. The Union Treasurer will present the proper forms to the
9 Personnel Department prior to the requested dates and will assist in administration of the pool.
10 Requests must be authorized (signed) by the Union President, Vice President, or Treasurer. The
11 minimum Contribution to the pool shall be four (4) hours per member, and the maximum
12 accumulated hours in the pool shall be 1500. Contributions and use of the pool must be submitted
13 on the proper forms to the County for timely processing. Each member of the Union shall
14 contribute four (4) hours of time into the Union Time Pool per year, provided that the member has
15 sufficient hours to contribute. Time shall be donated during the first pay period of the fiscal year
16 following timely submission of the required forms to the County.

17 The Union agrees to indemnify and hold harmless the County, its agents, employees and
18 officials form and against any claims, demands, damages, or causes of action (including but not
19 limited to claims based on clerical or accounting errors caused by negligence), or any nature
20 whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction
21 required or undertaken under this Article, and agrees to defend at its sole expense any such claims
22 against the County or it agents, employees or officials. The term "officials" includes elected or
23 appointed officials.

ARTICLE 27
PAYCHECKS

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Section 27.1 The parties agree that the current practice regarding preparation and distribution of paychecks is acceptable. Employees shall be given the option for electronic direct deposit of their checks to all banking institutions.

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ARTICLE 28
STATIONS

Section 28.1 In order to promote an orderly EMS system, the County agrees for the need of all units being in stations. The county agrees to the responsibility of the following:

- (a) Continuing the current practice of monthly pest control.
- (b) Provide smoke detectors at all stations, with staff performing monthly service checks.
- (c) Provide fire extinguishers for all stations, and annual maintenance of said fire extinguishers.
- (d) Replace and provide furniture and appliances at all stations on an “as needed” basis, at the discretion of the Director of Public Safety.
- (e) Replace kitchen utensils on an “as needed” basis, at the discretion of the Director of Public Safety.
- (f) Repair and maintain stations on an “as needed” basis, at the discretion of the Director of Public Safety.
- (g) Provide water coolers at stations that do not meet the minimum drinking water standards, as published by the Levy County Health Department.

ARTICLE 29
SERVICES TO THE UNION

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Section 29.1 The County will furnish the Union President upon written request a copy of written rules and regulations pertaining to bargaining unit employees, including personnel rules, Departmental rules and regulations and standard operating procedures.

Section 29.2 The County agrees to provide a copy of this agreement at every station in the County. Any additional copies requested by the Union shall be at the Union's expense.

**ARTICLE 30
SENIORITY**

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4 Section 30.1 Seniority shall be the amount of continuous full time spent in the EMS system of
5 the County.

6 Section 30.2 Continuous service shall be considered severed when:

- 7 (a) An employee resigns; or
8 (b) Is discharged for cause; or
9 (c) Takes an unauthorized LOA; or
10 (d) Gives false reason for requesting an ALOA
11 (e) Status change from full-time to part-time

12 For employees hired on the same date, seniority shall be based upon total scores from an
13
14 Assessment Process.

15 Section 30.3 Seniority During ALOA – An employee’s seniority shall be retained during
16 approved leave of absence but shall accumulate further only during leave with pay and for sixty
17 (60) days without pay.

18 Section 30.4 Station Assignments. Station assignments shall be based on seniority and assigned
19 for a twelve (12) month period, beginning with the calendar year. Members will submit three (3)
20 choices for station assignment on the County designated form. The director of Public Safety
21 reserves the right to change the assignment of employees for operational need. Vacancies that
22 occur during the course of the year are not subject to station bids.

ARTICLE 31
JOB POSTING

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Section 31.1 Job postings will be made by Human Resources following County Policy.

ARTICLE 32
OUTSIDE EMPLOYMENT

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4 Section 32.1 Employees covered by this agreement who are engaged in outside employment,
5 also known as moon-lighting, are subject to the restrictions of this Article.

6 Section 32.2 An employee who engages in outside employment shall submit before
7 commencement of such outside employment a written request to the Director of Public Safety.
8 Such a request shall contain the name and address of the outside employer, the job duties to be
9 performed, and the approximate hours to be worked each day and each week. Any changes to the
10 condition under which outside employment was approved must also be submitted to the Director
11 of Public Safety for re-approval.

12 Section 32.3 Outside employment shall not cause an employee to be late for work, to leave work
13 early, to cause any reduction in the employee's efficiency when on duty with the county, or to
14 prevent the employee's availability to work in an emergency as declared by a county official.

15 Section 32.4 Outside employment shall neither present a conflict of interest nor interfere with an
16 employee's duties as determined in the sole discretion of the Director of Public safety.

17 Section 32.5 Outside employment shall not occur during assigned county working hours. An
18 unpaid leave of absence may not be granted to enable an employee to apply for or accept outside
19 employment, employment elsewhere, or self-employment.

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4 **ARTICLE 33**
 GENERAL EMPLOYMENT

5 Section 33.1 Levy County encourages the recruitment of applicants by current employees.
6 However, to prevent potential conflicts of interest, family members of employees shall not be
7 employed in the following circumstance:

8 (a) Family members shall not directly supervise another family member.

9 (b) Family members shall not report to the same immediate supervisor.

10 Section 33.2 For the purposes of this paragraph, a family member is identified as an employee's
11 immediate family that includes the employee's spouse, child, step-child, parent, step-parent,
12 brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-
13 in-law, or a person living in the home that the Court has designated the employee to be the legal
14 guardian of, or any other legal relative living in the employee's home.

1 **ARTICLE 34**
2 **JUST CAUSE**

3
4 Section 34.1 No employee shall be disciplined, suspended, or dismissed, except for justifiable
5 cause.

6 Disciplinary Procedures – The following disciplinary procedures shall be followed in all
7 cases where the seriousness of the infraction may warrant discharge or suspension. These
8 procedures may be followed, at the discretion of the Director of Public Safety, in other cases.

9 (a) Employees may be disciplined or discharged for just cause. For other than serious
10 infractions, discipline should be applied at progressive and escalating levels. The level,
11 or degree, of discipline imposed shall be appropriately based on the employee's prior
12 record of service, the severity of the offense, and the employee's prior record of discipline.

13 (b) Disciplinary actions or measures may include the following:

- 14 (1) Counseling Statement in File
15 (2) Documentation of Oral reprimand.
16 (3) Issue a Written Warning
17 (4) Place the Employee on Suspension Without Pay
18 (5) Issue a Final Written Warning/Last Chance Agreement
19 (6) Termination and/or Administrative removal from service pending possible
20 discharge.

21 The provisions of this Section shall not prevent the County from ordering other remedial action.

22 (c) Prior to the imposition of suspension without pay, or discharge, the employee shall be
23 informed in writing of the charges against him/her, of the possible disciplinary actions that
24 may be taken, and of the time, date and place at which the employee will be given the

1 opportunity to respond to the charges. The hearing will be held no sooner than three (3)
2 days after the Notice of Intent to Take Disciplinary Action. The employee shall be required
3 to sign the written record of discipline as an acknowledgement that he/she has read the
4 contents of the document.

5 (d) The County may use administrative leave with pay pending the final decision as to
6 imposition of discipline.

7 (e) The employee and the employee's Union Representatives, with the employee's written
8 authorization, shall have the right to inspect the full contents of his/her personnel file. No
9 written reprimand or other written record of imposition of any disciplinary action may be
10 placed in an employee's personnel file unless both the employee and the Union have
11 received written notice of the discipline. The employee shall be required to sign the written
12 record of discipline as an acknowledgement that he/she has read the contents of the
13 document.

14 (f) An employee may request that written records of disciplinary action not be considered for
15 purposes of further disciplinary action after a period of three (3) years.

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ARTICLE 35
CHAIN OF COMMAND

Section 35.1 In order to facilitate an orderly fashion in which problems and concerns may be addressed, a strict chain of command shall be enforced by all parties. In the event an employee has an issue that concerns his/her employment, or any aspect thereof, the proper step procedure is as follows:

- Step (1) Battalion Captain
- Step (2) Director of Public Safety
- Step (3) County Coordinator

Bargaining unit employees are strongly encouraged to address employment concerns, operations of the Department and/or decisions of management with their chain of command prior to undertaking any communication with individuals outside of the chain of command, including members of the Board of County Commissioners.

**ARTICLE 36
SEVERABILITY**

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3
4 Section 36.1 In the event that a court of competent jurisdiction declares any provision of this
5 Agreement invalid, or should the same be rendered invalid by reason of an existing or subsequent
6 enacted legislation, the remainder of the Agreement shall remain in full force and effect. The
7 County and the Union will promptly negotiate and endeavor to reach an agreement upon a
8 substitute for the provision found to be invalid.

9

ARTICLE 38
DURATION OF AGREEMENT

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Section 38.1 This Agreement shall become effective as of date of ratification by both parties and remain in force and effect until midnight September 30, 2024; provided, however, that each party may select two (2) articles to be reopened in the fiscal year 2022-2023. Either party may notify the other of the desire to open negotiations for a successor agreement by giving written notice to the other no later than November 1, 2023.

ARTICLE 40
HEALTH AND SAFETY

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Section 40.1 The County and Union agree that the safety and welfare of employees is a primary concern.

Section 40.2 An employee will immediately report to his or her on-duty Battalion Captain any non-vehicular equipment/procedures he feels are unsafe. The supervisor will make the final determination as to whether the equipment/procedure can be safely utilized until any necessary changes are made.

Section 40.3 Serious injuries, accidents, or “near misses” shall be investigated by the Department Director or designee to determine cause and possible recommendations to prevent future or similar occurrences.

Section 40.4 The Director of Public Safety recognizes the Union’s Health and Safety Committee and its mission. The Chairman of the Union Health and Safety Committee may provide, to the Director of Public Safety or designee, any health or safety concerns the Union may have. Such concerns must be provided in writing.

Section 40.5 The Department’s Health and Safety Committee will conduct meetings and will include the Union’s Health and Safety Committee Chairman. These meetings shall be held on duty, contingent upon operational readiness.

Section 40.6 The Department’s Health and Wellness program shall be mandatory. The Department and the Union shall cooperatively develop standards to ensure better health and wellness of department personnel.

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EXECUTION OF AGREEMENT

This Agreement, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the Levy County Board of County Commissioners, is hereby executed with the signatures affixed hereto.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

IAFF, LOCAL #4069

BY: _____
Wayne Helsby, Attorney

BY: _____
Ryan Tietjen, President

Matt Brooks, Chairman

Terri NeSmith, Vice President

Attest: Clerk

Date Ratified: _____

1 EXECUTION OF AGREEMENT

2 This Agreement, having been duly ratified by vote of the members of the Bargaining Unit covered
3 hereunder, and the Levy County Board of County Commissioners, is hereby executed with the
4 signatures affixed hereto.

5 LEVY COUNTY BOARD OF
6 COUNTY COMMISSIONERS

IAFF, LOCAL #4069

8
9 BY: Wayne Helsby
10 Wayne Helsby, Attorney

BY: Ryan Tietjen
Ryan Tietjen, President

11
12
13 _____
14 Matt Brooks, Chairman

Terri NeSmith, Vice President

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17 _____
18 Attest: Clerk

19
20 Date Ratified: _____
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1 Levy County Department of Public Safety Employee Grievance Form

2
3 **Step One: Written Statement to Captain:**

4 Name: _____ Date: _____

5 Subject of specific provision/article of Agreement allegedly violated and remedy desired:

6 _____
7 _____
8 _____
9 _____

10 Employee Signature: _____ Date: _____

11
12 **Reply from Captain:**

13 _____
14 _____
15 _____

16 Date resolved: _____ Captain Signature: _____

17 _____
18 _____

19 **Step Two: Written Petition to the Chief:**

20 To: Chief Mitch Harrell,

21 I hereby submit a formal grievance in accordance with the provisions of Article 7 of the current
22 Collective Bargaining Agreement. I discussed this grievance with Battalion Captain _____

23 _____ on _____, and am not satisfied with
24 the response for the following reasons:

25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____

32 Employee Signature: _____ Date: _____

33
34 If this grievance applies to a number of employees, all must sign below:

35 _____
36 _____
37 _____

38
39 **Chief Decision/Comments:**

40 This grievance was received by the undersigned on _____. Having met with the
41 employee on _____, I have made the following determination:

42 _____
43 _____
44 _____
45 _____

1 _____
2 _____
3 _____
4 _____
5 _____
6 Chief Signature: _____ Date: _____
7 _____
8 _____

9 **Step Three: Written Appeal to the County Coordinator or Designee:**

10 Employee Name: _____ Date: _____
11 In accordance with the grievance provisions I am submitting a written appeal. I have discussed
12 this with the Chief on _____, and am not satisfied with the response for the
13 following reasons:
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 Employee Signature: _____ Date: _____
21 _____

22 **County Coordinator Decision/Comments:**

23 This grievance was received by the undersigned on _____. I have made the
24 following determination:
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 County Administrator Signature: _____ Date: _____
38 _____
39 _____

40 **Step Four: Federal Mediator:**

41 Union Representative: _____ Date: _____
42 In accordance with the grievance provisions I am submitting a request for Federal Mediation.
43 This grievance has been discussed with the County Coordinator on _____, and I am not
44 satisfied with the response for the following reasons:

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 Union Representative Signature: _____ Date: _____

8
9 **Step Five: Arbitration:**

10 Union Representative: _____ Date: _____

11 In accordance with the grievance provisions I am submitting a request for arbitration. This
12 grievance has been discussed with the County Coordinator on _____, and I am not
13 satisfied with the response for the following reasons:

14 _____
15 _____
16 _____
17 _____
18 _____
19 _____

20 Union Representative Signature: _____ Date: _____