

1 MASTER COLLECTIVE BARGAINING AGREEMENT

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3 between

4  
5 LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

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9 LEVY COUNTY PROFESSIONAL PARAMEDIC AND EMTS,  
10 IAFF, LOCAL #4069  
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36 October 1st, 2025 - September 30, 2028  
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WHEREAS, it is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, wages, hours of employment, and other conditions of employment, to increase the efficiency and productivity of employees in the bargaining unit, to ensure that the County retains the right to operate the County government effectively in a responsible and efficient manner, to provide for prompt and fair settlement of grievances without any interruption of or other interferences with the operation of the Department of Public Safety, hereinafter the “Department”; and

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

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Section 1.2 The above-described bargaining unit covered by this Agreement was certified by the Public Employees Relations Commission on March 2, 2001, under certification No. 1319.

1 **ARTICLE 2**  
2 **SINGLE CERTIFICATION AND DUAL CERTIFICATION DEFINITION**  
3

4 Section 2.1 Single-certified is defined as:

5 (a) Possessing a Florida license as an Emergency Medical Technician or Paramedic  
6

7 Section 2.2 Dual-certified is defined as

8 (b) Possessing a Certificate of Compliance from Florida State Bureau of Fire Standards as a  
9 Firefighter II as required by Florida Law and successfully completing County  
10 requirements to be recognized as a Firefighter; and

11  
12 (c) Possessing a Florida license as an Emergency Medical Technician or Paramedic and  
13 successfully completing County requirements to be recognized as an EMT or Paramedic  
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## ARTICLE 4

### UNION ACTIVITIES

Section 4.1 Bargaining unit employees shall have the right to form, join, and participate in or refrain from joining or participating in the Union. Bargaining unit employees shall also have the right to engage in concerted activities not prevented by law. Furthermore, bargaining unit employees shall have the right to refrain from engaging in such activities.

Section 4.2 No bargaining unit employee shall be paid to attend a Union meeting.



**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.



**ARTICLE 6**  
**PAYROLL DEDUCTION OF DUES**

Section 6.1 Upon receipt of a written authorization from an employee, the County will deduct from the employee's pay the amount the employee owes the Union for dues. This provision will provide for bi-weekly deductions. The County will remit the amount deducted to the Union within thirty (30) days. The Union will certify changes in the Union membership dues rate by notifying the County in writing at least thirty (30) days in advance of effective date of such change. The Union's certification shall include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief. The Union, upon receipt of an invoice, shall pay the County \$150.00 for the processing of dues check-off no later than October 30<sup>th</sup> of the fiscal year.

Section 6.2 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. The County will not be responsible for refunds to the employee if the employee has duplicated a check-off deduction by direct payment to the Union. An employee may revoke his/her authorization for dues deduction by giving the Union and the County notice in writing thirty (30) days in advance.

Section 6.3 The Union will indemnify, defend, and hold the County harmless against any claim made and against any suit instituted against the County on account of any deduction for Union dues.

**ARTICLE 7**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

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

1 (e) The date submitted;

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

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

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

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

9  
10 Step 1. The Grievant (i.e. employee, or group of employees) shall present his/her (their)  
11 written grievance to his/her (their) assigned Supervisor within seven (7) calendar days of the time  
12 the employee(s) knew or should have known of the violation of the Agreement. The Supervisor  
13 should discuss and make an effort to resolve all legitimate grievances with fairness and justice for  
14 both the Grievant/s and the County. The Supervisor shall notify the Grievant of his/her decision  
15 within seven (7) calendar days from the date the grievance was 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 Supervisor's decision, shall provide the same to the Director of  
18 Public Safety. The Director of Public Safety or his/her designee shall review the alleged grievance  
19 and shall, within seven (7) calendar days of receipt of the written grievance, conduct a meeting  
20 with the Grievant and the Union representative if the Grievant requests Union representation. The  
21 Director of Public Safety or his/her designee shall notify the Grievant of his/her decision no later  
22 than seven (7) calendar days following the meeting date.

1        Step 3. If the grievance is not settled on the second step, the Grievant within seven (7)  
2 calendar days from receipt of the Director of Public Safety decision shall present the written  
3 grievance to the County Manager or his/her designee. The Manager or his/her designee shall  
4 review the alleged grievance and shall within seven (7) calendar days of receipt of the written  
5 grievance conduct a meeting with the Grievant and Union representative, if the Grievant requests  
6 Union representation. The Manager or his/her designee shall notify the Grievant in writing of  
7 his/her decision no later than seven (7) calendar days following the meeting date.

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

17        Step 5. Arbitration. If a grievance, as defined in this Article has not been satisfactorily  
18 resolved within the Grievance Procedure the Union may request arbitration in writing to the Office  
19 of the County Manager no later than seven (7) calendar days from the date of the County  
20 Manager's decision in Step 3 or seven (7) days of the conclusion of mediation in Step 4 of the  
21 Grievance Procedure.

1 Section 7.6 Whenever the Union requests arbitration in accordance with the provisions of Section  
2 7.5, the parties shall attempt to agree upon an impartial individual to act as an arbitrator within  
3 seven (7) calendar days following appeal to arbitration. If an impartial individual cannot be  
4 mutually agreed upon within seven (7) calendar days following appeal to arbitration, the parties  
5 shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7)  
6 arbitrators from Florida. An arbitrator shall be selected from such panel by alternately striking  
7 names from the list (the party seeking arbitration shall make the first strike) until the last name on  
8 the list is reached.

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

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

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

18 Section 7.10 It is the mutual desire of the County and the Union that grievances shall be adjusted  
19 as quickly as possible and to that end. The time limits set forth in this article are to be strictly  
20 enforced. The time limits may only be extended by mutual written agreement, for the purpose of  
21 calculating time limits, the day on which the grievance, or a reply by management to a grievance,  
22 is received, shall not be counted. Failure of the Grievant (or Union in case of Step 5) to observe

1 the time limits for any steps in this Article without a mutually agreed written extension of time  
2 shall terminate the grievance.

3



**ARTICLE 8**  
**HOURS OF WORK AND OVERTIME**

Section 8.1 Effective upon ratification of this agreement, the basic work period for bargaining unit employees will consist of two (2) seven (7) day work periods and the tour of duty for all current, active frontline units (as of the date of this agreement) will be twenty-four (24) hours on and forty-eight (48) hours off. Effective on or before October 1<sup>st</sup>, 2026, the tour of duty for assignments of current active frontline units shall be twenty-four (24) hours on and seventy-two (72) hours off. Additional units may be added with an alternate tour of duty as determined by the County. In the event that new shift schedules are added, current bargaining unit employees may request to be assigned to that schedule.

Section 8.2 No employee shall authorize overtime for him/herself, but shall be entitled to overtime work as assigned or authorized by the County. It is understood that the County has the right to schedule overtime work as needed, and in a manner most advantageous to the County. Whenever practical, an overtime roster system will be used when assigning overtime work. Overtime records of the County shall be made available to Union officials as requested to resolve any question involving distribution of overtime. Paid annual leave shall not be construed as hours worked for purposes of computing overtime.

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

Section 8.4 All bargaining unit members assigned to a 24-hour shift may not work more than sixty (60) hours consecutively without a twelve (12) hour off-duty break.

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. 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 Manager only.

6 F. New hire employees will be permitted to use paid time off upon accrual after the first  
7 pay period.

8 Section 9.2  
9

10 Employees serving in full-time bargaining unit positions who convert to part-time  
11 positions out of the bargaining unit shall have their base rates of pay altered to the part-  
12 time position base rate of pay.

13 Section 9.3 Advancement To Positions Within The Bargaining Unit  
14

15 A. The terms “advance, advanced, advances and advancement” as used in this Section  
16 shall mean any employee in a bargaining unit position who advances to a higher  
17 position in the bargaining unit as follows: (1) advancement from a Single Certified  
18 position (Single Certified EMT, Single Certified Paramedic) to a dual certified position  
19 (Dual Certified Firefighter/EMT; Dual Certified Firefighter/Paramedic or Dual  
20 Certified Battalion); (2) advancement from a Single Certified EMT to a Single  
21 Certified Paramedic;; (3) advancement from a Dual Certified Firefighter/EMT to a  
22 Dual Certified Firefighter/Paramedic; and (4) advancement from a Dual Certified  
23 Firefighter/Paramedic to a Dual Certified Battalion.

1 B. Any bargaining unit employee who advances to a higher position in the bargaining unit  
2 shall be considered as a probationary employee and must successfully complete an  
3 advancement probationary period before regularly appointed to the new position  
4 classification. The probationary period for advancement probationary employees shall  
5 be 182 calendar days of continuous uninterrupted service.

6 C. Upon advancement to a higher position in the bargaining unit, and at the beginning of  
7 the advancement probationary period, the newly advanced employee will be given an  
8 increase of the difference of the base rates between the current position and the new,  
9 promoted position.

10 D. If the advanced probationary employee fails to demonstrate that he/she can adequately  
11 perform the job within the advancement probationary period, the County will return the  
12 employee to his/her former position classification at the employee's previous base rate  
13 of pay, without any loss of overtime.

14 E. If an employee wants to demote to a lower position, and a lower position is available,  
15 the employee may request a demotion.

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

**ARTICLE 10**  
**INSURANCE**

Section 10.1 Effective upon ratification of this Agreement by both parties, or upon imposition of this article through the statutory impasse procedures, the County will, regardless of any past practice, provide all bargaining unit employees with employee health insurance coverage only, regardless of which employee plan is selected by the employee and the employee will be solely responsible for the cost of dependent health insurance coverage, regardless of which dependent health insurance plan is selected; provided that the County's limit on the total amount of premiums for all bargaining unit members' employee health insurance coverage shall be 100% annually.

**ARTICLE 11  
HOLIDAY TIME**

Article 11.1 Observed Holidays – The following shall be considered holidays and will be observed on the actual holiday.

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Labor Day
Independence Day	Day after Thanksgiving
Veteran's Day	Thanksgiving Day
Christmas Eve Day	Christmas Day

Section 11.2 Holiday pay is in addition to compensation for hours worked. If an employee works on an approved holiday, he or she shall receive pay at straight time for any portion (increments of ¼ hour) of hours worked on the actual date of the holiday.

Examples

Holiday: New Year's Day

- Worked 12/31/2025 0800-01/01/2026 0800

Regular hours worked (24) plus 8 hours of straight pay for the holiday (0000-0800) = 32 hours

- Worked 01/01/2026 0800-01/02/2026 0800

Regular hours worked (24) plus 16 hours of straight pay for the holiday (0800-0000) = 40 hours

**ARTICLE 12  
LEAVE PLANS**

**Section 12.1** Upon implementation of the 24/72 tour of duty to be established on or before October 1, 2026 reference in Article 8, all accrued leave banks (sick and annual) will be reduced by 25% for each member.

**Section 12.2** Annual Leave – Employees (as defined in the Florida State Department of Administration of Retirement manual) shall accrue annual leave based on years of service from the date of employment on the schedule below until implementation of the 24/72 tour of duty:

<b>Years of Service</b>	<b>Hours per Pay Period</b>
0 to 5 Years	6 Hours per pay period
5 to 10 Years	7.5 Hours per pay period
10 to 15 Years	9 Hours per pay period
15 to 20 Years	10.5 Hours per pay period
20 Years +	12 Hours per pay period

Upon implementation of the 24/72 tour of duty to be established on or before October 1, 2026 referenced in Article 8, accrual rates shall be based on years of service from the date of full-time employment on the schedule below:

<b>Years of Service</b>	<b>Hours per Pay Period</b>
0 to 5 Years	4 Hours per pay period
5 to 10 Years	5 Hours per pay period
10 to 15 Years	6 Hours per pay period
15 to 20 Years	7 Hours per pay period
20 Years +	8 Hours per pay period

1 Section 12.3 Annual Leave shall be accrued to a maximum of 370 hours. Annual Leave and Sick  
2 Leave shall be computed based upon hours worked. At termination, the employee who has  
3 completed new hire probation will receive payment for any unused Annual Leave not exceeding  
4 252 hours. The taking of Annual Leave will be on the date approved by the employee's immediate  
5 Supervisor or his/her designee, and the employee will be advised of the name of the designee.

6 Section 12.4 Employees are granted leave in 4, 8, 12 and/or 24-hour increments, leave hours less  
7 than 12 must be taken from the beginning of the tour of duty (Example: 4 hours (0800-1200) or 8  
8 hours (0800-1600) or 12 hours (0800-2000 or 2000-0800) or 24 hours (0800-0800)). Employees  
9 may use a maximum of ninety-six (96) hours of annual leave consecutively. Extenuating  
10 circumstances may be approved by the Director or his/her designee.

11 Section 12.5 Donation of Leave Time – An employee who has accrued Annual Leave time in  
12 excess of one-hundred and fifty (150) hours may, if approved by management, donate up to two  
13 (2) weeks ninety-six (96) hours of Annual Leave to another employee who needs additional time  
14 due to extenuating circumstances and said request for transfer shall not be unjustly denied. Hours  
15 can only be donated to meet the employee's current payroll.

16 Section 12.6 When an employee with seven (7) years or more of service has their position  
17 eliminated through no fault of the employee and if the termination is not the result of injuries or  
18 health then the employee would be entitled to two (2) weeks' severance pay at his/her rate of pay  
19 at the time of termination.

20 Section 12.7 Sick Leave – Employees (as defined in the Florida State Department of  
21 Administration Division of Retirement manual) shall accrue Sick Leave at 4.0 hours per pay period  
22 with no limitation on amount of Sick Leave that may be accumulated.



Utilizing Sick Leave shall be according to the following guidelines:

- (a) Illness, injury, incapacitation or quarantine of the employee.
- (b) Illness, injury of a member of the employee's immediate family. Immediate family being defined as spouse, children, parents, grandparents, grandchildren, sisters, brothers, parents of spouse, and grandparents of spouse.
- (c) An employee who has accrued Sick Leave time in excess of two hundred (200) hours may, if approved by management, donate Sick Leave time to another employee who needs additional time due to extenuating circumstances and said request for transfer shall not be unjustly denied. Hours can only be donated to meet the employee's current payroll.
- (d) Any bargaining unit employee who has been continuously employed by the County in a bargaining unit position for a period of (5) or more years and is medically diagnosed with a terminal illness which results in his or her separation from employment from the County shall be eligible to have his/her individual health insurance premium paid by the County for a maximum of 18 months after separation from employment as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- (e) Employees shall be allowed to take two (2) consecutive shifts off without a physician's excuse. On the third consecutive shift taken off, an excuse is required.
- (f) A medical certificate, signed by a licensed Florida physician, shall be required by an employee's Supervisor or Director of Public Safety to substantiate a request for Sick Leave when:
  - 1) After four (4) occurrences in any continuing twelve (12) month period, (an

occurrence means a separate unconnected illness/injury of a full shift or more), the employee shall present a physician's excuse for the next occurrence.

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

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

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

5) Sick Leave in excess of that accumulated by an employee shall not be granted. If an illness extends beyond a period of time covered by his/her accrued Sick Leave credits, Annual Leave or Union Time Pool must be applied to the extent needed or available. Days lost due to illness or injury after exhaustion of all accumulated Sick and Annual Leave shall be charged to leave without pay only after approval from the Director or his/her designee. All leave without pay must be approved by the Director prior to the date(s) of leave.

Section 12.8 Compensation for Sick Leave at retirement or resignation when an employee has been continuously employed with the County for six (6) years and voluntarily leaves employment, that employee will be compensated for any unused Sick leave at the employee's current regular hourly rate of pay for one-fourth (1/4) of all unused Sick Leave credits accrued. In no case will

1 an employee receive payment for unused Sick Leave credits in excess of four hundred and eighty  
2 (480) hours.

3 Section 12.9 An employee, who is a Reserve member of the U.S. Armed Forces or the National  
4 Guard, shall be eligible for paid leave of absence for compulsory temporary duty. The maximum  
5 paid leave is thirty (30) calendar days for each fiscal year. Unpaid military leave may be requested  
6 by the employee for any absence over thirty (30) calendar days and will be subject to the approval  
7 of the Director of Public Safety and County Manager. Requests for military leave will be submitted  
8 in writing with proper documentation attached.

9 Section 12.10 Funeral Leave – An employee who has a death in his/her immediate family shall  
10 be granted a maximum of 24 hours paid leave. Immediate family for purposes of this Section is  
11 defined as spouse, children, parents, grandparents, grandchildren, siblings, parents of spouse,  
12 sibling of spouse, and grandparents of spouse. Funeral Leave shall not be construed as hours  
13 worked for purposes of computing overtime.

14 Section 12.11 Training Leave – Leave with pay may be granted to any employee for job-related  
15 seminars of short duration, up to twenty-four (24) hours. This must have prior approval of the  
16 Director of Public Safety.

17 Section 12.12 Maternity Leave – An employee shall be granted Maternity Leave based on the  
18 County FMLA policy and the Pregnant Workers Fairness Act (PWFA).

19 Section 12.13 Leave Without Pay – An employee must request approval to use leave without pay  
20 in advance. The Director of Public Safety shall approve or disapprove the request at his/her  
21 discretion.

1 Section 12.14 Union Leave of Absence – Members elected to Union positions or appointment by  
2 the Union to perform work which takes them from employment with the County shall, upon written  
3 request, receive leave of absence without pay for their terms of office or up to a period not to  
4 exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional one  
5 (1) year period. Employees desiring leave under this Section shall notify the County two (2) weeks  
6 in advance of the date in which leave is to become effective and shall specify the facts giving rise  
7 to the request. If it is impossible to give two (2) weeks' notice, the County shall waive the two (2)  
8 week requirement. No more than two (2) employees shall be off on leave under this Section at  
9 one time unless mutually agreed upon by the parties. Union Leave of Absence shall be limited to:  
10 conventions, grievance hearings, Contract negotiations, officers to attend regular monthly business  
11 meetings, and other Union business mutually agreed upon by the County and the Union. Seniority  
12 shall accumulate during such leave. Such leave shall not be arbitrarily or capriciously denied.  
13 Union leave shall not be counted as hours worked for purposes of calculating overtime.

14 Section 12.15 Grievance Hearings – Employees who have filed a grievance will be authorized to  
15 attend all steps of the process if the hearing is scheduled during the employee's normal working  
16 hours. The appropriate Union officer may attend with pay if the hearing is during their normal  
17 working hours and are representing the Grievant. The Union must submit a list of employees to  
18 attend the hearing as direct witnesses. This list must be submitted simultaneously with the Notice  
19 of Appeal to the County Manager's office to allow for proper notification of the employee's  
20 absence. The County Manager or his/her designee will review the list and authorize absence from  
21 work for the employee(s) that the Union requests and the Union shows are necessary and material

1 to the proceedings. Employees who wish to attend as observers may request annual leave time in  
2 accordance with established procedures.

3 Section 12.16 Employees who have accrued in excess of two hundred (200) hours of annual leave  
4 will be given the option of selling their Annual Leave back to the County at their regular rate of  
5 pay. Employees can use this option in twenty (20) hour increments, four (4) times a year for a  
6 maximum total of eighty (80) hours.

**ARTICLE 13**  
**ALCOHOL AND DRUG TESTING**

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

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

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

Section 13.1 Policy and Statement – The manufacture, use, possession or distribution of illicit or controlled substances on the job is strictly prohibited. Employees are required to report to work in a fit condition for duty. Being under the influence of alcohol or illicit drugs and being under the influence of legal drugs to the extent that normal faculties are or may be impaired, is strictly prohibited. Employees who use or distribute drugs on the job are subject to disciplinary action, including dismissal. Any confiscated drugs will be turned over to local law enforcement officials.

If an employee is under medical treatment with a drug that could alter his/her ability to do the job, he/she is required to report this drug use immediately to his/her Supervisor. Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts responsibility for providing channels of help. However, it is the employee's responsibility to seek such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected. But, if employee

1 does not seek help and or work performance or work conduct problem comes to the attention of  
2 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 shall be in accordance with County Personnel  
8 policy.

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

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

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

16 (b) Scheduled physical examination – Any employee who undergoes a full physical  
17 examination shall also be tested for drug and/or alcohol use as part of that examination.

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

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

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

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



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

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

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

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

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

Alcohol  
Amphetamines  
Cannabinoids  
Cocaine  
Phencyclidine

Methaqualone  
Opiates  
Barbiturates  
Benzodiazepines  
Methadone  
Propoxyphene

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

Alcohol	.04g%
Amphetamines	1000 mg/ml
Cannabinoids	100 mg/ml
Cocaine	300 mg/ml
Phencyclidine	25 mg/ml
Methaqualone	300 mg/ml
Opiates	300 mg/ml
Barbiturates	300 mg/ml
Benzodiazepines	300 mg/ml
Methadone	300 mg/ml
Propoxyphene	300 mg/ml

(c) Confirmation Test – All specimens identified as positive on the initial tests shall be confirmed using a second test, a gas chromatography/mass spectrometry (GC/MS) test, or an equivalent or more accurate scientifically accepted method approved by the State or Federal government; except that alcohol will be confirmed

1 using gas chromatography. All confirmations shall be done by quantitative  
2 analysis. The following conformation cutoff levels shall be used when analyzing  
3 specimens to determine whether they are positive or negative for these drugs or  
4 metabolites. All levels equal to or exceeding the following shall be reported as  
5 positive:

6	Alcohol	.04g%
7	Amphetamines	500 mg/ml
8	Cannabinoids	15 mg/ml
9	Cocaine	150 mg/ml
10	Phencyclidine	25 mg/ml
11	Methaqualone	150 mg/ml
12	Opiates	300 mg/ml
13	Barbiturates	150 mg/ml
14	Benzodiazepines	150 mg/ml
15	Methadone	150 mg/ml
16	Propoxyphene	150 mg/ml

17  
18 (d) The laboratory shall report test results to a medical review officer chosen by the  
19 County to act on its behalf. The employee will be placed on Administrative Leave  
20 with Pay pending receipt of the results. The laboratory shall transmit results to the  
21 medical review officer in a manner designed to ensure confidentiality of the  
22 information. Unless otherwise requested by the County, the employee records shall  
23 be retained by the laboratory for a minimum of two (2) years.

24 (e) Within five (5) working days after receipt of a positive confirmed test result from  
25 the medical review officer, the County shall inform the employee in writing of such  
26 positive test result, the consequences of such result, and the options available to the

1 employee. Notification shall be mailed certified or hand delivered. Absent  
2 extenuating circumstances, mailed notification shall be deemed received by the  
3 employee when signed for, or seven (7) calendar days after delivery, whichever  
4 occurs first. A copy of the test results will be provided to the employee with this  
5 notification.

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

14 An employee may make a legal challenge pursuant to Statute or grieve employment decisions  
15 made pursuant to this program. When an employee initiates the grievance process, it shall be the  
16 employee's responsibility to notify the Personnel Director and the laboratory in writing that such  
17 as a grievance has been filed. Reference the chain of custody specimen identification number, and  
18 request that the sample be retained by the laboratory until final disposition of the grievance.

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

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

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

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

15 The County will not discharge, discipline or discriminate against an employee solely upon the  
16 voluntary seeking of treatment for an alcohol or drug problem. However, if the employee has  
17 previously tested positive for drug use, entered an EAP for drug related problems or entered an  
18 alcohol or drug rehabilitation program while in the County's employ, appropriate disciplinary  
19 action will be taken.

20 Section 13.8 Violations and Continued Employment – Employees who violate the County's  
21 Drug Free Workplace Policy with a first time positive confirmed drug test will be referred to the  
22 County EAP or other community alcohol and drug rehabilitation programs as appropriate.

34 Tentative Agreement between Levy County Professional Paramedics and EMTs, IAFF Local  
#4069 and the Levy County Board of County Commissioners

9/4/2025

1 However, use of the EAP or other rehabilitation resources will not shield the employee from  
2 appropriate disciplinary action for violation of other County policies. Employees referred to the  
3 EAP as a result of a first violation will be allowed to continue employment with the County  
4 provided that:

5 (a) They contact EAP or other rehabilitation resources and strictly adhere to all terms  
6 of treatment and counseling prescribed.

7 (b) They immediately cease any and all abuse of alcohol or drugs.

8 (c) They consent in writing to periodic unannounced testing in accordance with  
9 Section 4(d) of this Article for a period of up to two (2) years after returning to  
10 work or completion of any rehabilitation program, whichever is later.

11 (d) They pass all drug tests administered under this program.

12 (e) They execute and abide by an agreement describing the above stated conditions.

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

**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.

**ARTICLE 15**  
**PAYROLL DEDUCTION AND TRAVEL PAY**

Section 15.1 Payroll deduction and electronic transfer shall be permitted for each employee who authorizes such deductions, subject to the rules and procedures of the financial institution of the employee's choosing.

Section 15.2 If a member of the bargaining unit is required to use his own vehicle for approved official business, he will be reimbursed in accordance with the State of Florida guidelines, including reimbursement for mileage when, after reporting for duty, he is sent to another station using his own personal vehicle. The employee shall also be reimbursed for mileage if sent back to the originating station.



1 **ARTICLE 16**  
2 **TRAINING**  
3

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 17**  
**LOSS OF PERSONAL PROPERTY**

Section 17.1 The County shall reimburse the employee for his or her prescription eyeglasses (\$100.00 limit) or personal watch (\$20.00 limit) when all of the following conditions are met:

(a) The item was damaged as a result of the employee's performance of his duties.

(b) The damage was not a result of the employee's own negligence or failure to use proper protective equipment.

(c) The employee reports the damage to his/her Supervisor within twenty-four (24) hours after the occurrence of the damage or loss, on an incident report.

Section 17.2 The County shall not be required to replace jewelry (other than the employee's personal watch), or non-prescription glasses.

Section 17.3 In order for this benefit to apply the employee shall make a written report and request to his/her Supervisor or designee who shall investigate the circumstances and the final determination of paying the benefit under this Section shall be at the sole discretion of the Director of Public Safety.

**ARTICLE 18**  
**UNIFORMS AND EQUIPMENT**

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

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

Section 18.3 Ill-fitting or worn-out uniforms, items that become unserviceable beyond use or stolen equipment, will be replaced on an as needed basis, as determined solely by Director of Public Safety or designee. The County shall repair or replace any unserviceable or lost personal protective equipment that it provides, at no cost to the employee, provided the damage or loss is not contributed to negligence by the employee. Repair or replacement will be determined by the Director of Public Safety or his/her designee. In the event of damage or loss to any uniforms, equipment, or personal protective equipment that the County provides, that is caused by culpable negligence or carelessness on the part of the employee, the employee shall be subject to administrative action including repayment of such damage or loss to the above items. The employee shall be responsible for notifying their Supervisor in writing of the type, size, and reason for replacement. Logistics shall take possession of worn or damaged clothing or equipment, and replace or order items, as soon as reasonably possible. If the employee loses or

1 misplaces his/her gear or clothing, he/she shall replace the missing article at the employee's  
2 expense.

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

4

**ARTICLE 19**  
**WAGES**

Section 19.1 Unless otherwise noted, the base starting rate for new employees upon ratification shall be:

Single-certified, EMT	\$ 16.00
Single-certified, PM	\$ 19.00
Dual-certified, FF/EMT	\$ 17.00
Dual-certified, FF/PM	\$ 20.00
Dual-certified, Battalion	\$ 21.83

The Director of Public Safety, at his/her sole discretion may increase the starting wages up to a maximum of 9% per hour based on employees' experience, knowledge, skills, and ability to perform the required tasks.

Effective the beginning of the first pay period following Oct 1<sup>st</sup> 2025, a flat-rate salary increase of \$1,000.00 raise will be implemented for all current bargaining unit employees. Effective upon implementation of the 24/72 tour of duty to be established on or before October 1, 2026 referenced in Article 8, the base rate for new starting employees shall be:

Single-certified, EMT	\$23.27
Single-certified, PM	\$27.64
Dual-certified, FF/EMT	\$24.73
Dual-certified, FF/PM	\$29.09
Dual-certified, Battalion	\$31.75

Additionally, employees employed prior to the same implementation of the 24/72 tour of duty will have their hourly wage adjusted to maintain their annual salary. The calculation for this will be from 3,328 annual pay hours to 2,288 annual pay hours.

Section 19.2 Overtime will be 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 for personnel. Overtime hours of work are paid in increments of a quarter-hour. Annual Leave shall not be considered time worked for purposes of calculating entitlement to overtime.

Section 19.3 Milestone Incentive- Members will receive a one-time milestone incentive for reaching specific years of service milestones on the employee's specific anniversary date as follows:

One-time \$500 incentive for 5 years of service

One-time \$1,000 incentive for 10 years of service

One-time \$1,500 incentive for 15 years of service

One-time \$2,000 incentive for 20 years of service

One-time \$2,500 incentive for 25 years of service

One-time \$3,000 incentive for 30 years of service

Section 19.4 Employees, who attend staff meetings and training in uniform which is deemed mandatory by the Director of Public Safety, and not on the employee's shift, shall be guaranteed two (2) hours of pay. This time can be considered as time worked. In order for an employee to be eligible for this benefit that employee must report on time and stay for the entire length of the meeting unless otherwise excused by the Director of Public Safety.

Section 19.5 Beginning with implementation of the 24/72 tour of duty, this section will no longer be valid; any member who submits proof of a degree for compensation will no longer be eligible after implementation of the 24/72 tour of duty. Bargaining unit employees who have or earned an associate's degree from a regionally accredited college or university shall receive additional

1 compensation of twenty-five cents (\$0.25) on their hourly base rate. Employees who have or  
2 earned a bachelor's degree from a regionally accredited college or university shall receive  
3 additional compensation of fifty cents (\$0.50) on their hourly base rate. Bargaining unit members  
4 will only receive this benefit for one degree per educational classification. Compensation for the  
5 degree is at the discretion of the Director of Public Safety, after conferred upon and the course  
6 work identified on the official college transcript as relates to the field of Emergency Services.

7

**ARTICLE 20**  
**LAYOFFS AND RECALL**

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

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

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

Section 20.4 Employees who are laid off will be maintained on a recall list for six months or until management determines the layoff is permanent, whichever occurs first. Removal from the recall list terminates all job rights the employee may have. While on the recall list, employees 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, annual leave up to two-hundred-forty  
9 (240) hours will be paid at the time of layoff. Employees who are laid off will not accrue annual  
10 leave or days of paid absence during the layoff. When an employee returns to work following a  
11 recall, however, the employee may use any annual leave or days of paid absence accumulated but  
12 not used at the time of the layoff.

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

**ARTICLE 21  
COURT TIME**

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

Section 21.2 A bargaining unit employee who is summoned to appear in the County, State or Federal Court for jury duty shall notify the shift Supervisor upon receipt of said summons. The employee shall be relieved of responsibility for his/her regular work shift, and the County shall pay the employee the amount that would have been received had the employee worked his/her regular shift. When the employee is released or is excused from jury duty, the employee shall as soon as possible, notify his/her Supervisor of their availability for work. Any employee who receives compensation from jury duty shall return that compensation to the County immediately upon receipt of the check if the compensation was earned during regular work hours.

## ARTICLE 22

### NO STRIKES/NO LOCKOUTS

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

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

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

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

**ARTICLE 23**  
**MEDICAL EXAMINATIONS**  
**VACCINATIONS**

Section 23.1 Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a physical fitness for duty examination when necessary. The annual physical examination will include the following: Urinalysis, Audio Screen Test, Pulmonary Function Test, Hepatitis B Series, Blood Pressure, Blood Chemical Profile (SMAC-24 Blood Test), Vision Test, Height and Weight recorded, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. The County agrees to pay any fees for physicals not covered by the employee's health insurance coverage.

Section 23.2 Annual Tuberculosis testing with titers will be provided for bargaining unit employees.

Section 23.3 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical exam, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost before returning to active duty.

Section 23.4 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at an examination which the County requires to be taken outside regular work hours will be considered time worked for purposes of calculating overtime. If the employee fails to show up for their scheduled physical through no fault of the County (for example, if the employee is mandated to

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

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

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

**ARTICLE 24**  
**WORKERS COMPENSATION**

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

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

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

**ARTICLE 25**  
**PENSION**

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**

Section 26.1 There shall be a Union time pool created that will allow Union members to contribute earned annual leave hours for use by the Union for direct representational activities. As well as special circumstances, such as personal or family illness, that would require the recipient to use up their entire sick leave accrued leave hours balance would be eligible to Union Time Pool hours. Situations such as continuing education not covered in Article 16 would be eligible for use of this benefit. The Union Treasurer will present the proper forms to the Personnel Department prior to the requested dates and will assist in administration of the pool. Requests must be authorized (signed) by the Union President, Vice President, or Treasurer.

Section 26.2 The minimum Contribution to the pool shall be four (4) hours per member, and the maximum accumulated hours in the pool shall be 1500. Contributions and use of the pool must be submitted on the proper forms to the County for timely processing. Each member of the Union shall contribute four (4) hours of time into the Union Time Pool per year, provided that the member has sufficient hours to contribute. Time shall be donated during the first pay period of the fiscal year following timely submission of the required forms to the County.

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



**ARTICLE 27**  
**PAYCHECKS**

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.



## ARTICLE 29

### SERVICES TO THE UNION

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**

Section 30.1 Seniority shall be the amount of continuous full time spent in the EMS system and/or Department of Public Safety of the County.

Section 30.2 Continuous service shall be considered severed when:

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

For employees hired on the same date, seniority shall be based upon total scores from an Assessment Process or if there was no assessment process, their most recent interview with a quantitative score.

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

Section 30.4 Station Assignments. Station assignments shall be based on seniority and assigned for a twelve (12) month period, beginning with the calendar year. Members will submit three (3) choices for station assignment on the County designated form. The Director of Public Safety reserves the right to change the assignment of employees for operational need. Vacancies that occur during the course of the year are not subject to station bids. For 2026 only, upon implementation of the 24/72 tour of duty, the County will be allowed to move assignments as needed through the remainder of the 2026 calendar year.

**ARTICLE 31**  
**JOB POSTING**

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

## ARTICLE 32

### OUTSIDE EMPLOYMENT

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

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

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

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

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

## ARTICLE 33

### GENERAL EMPLOYMENT

Section 33.1 Levy County encourages the recruitment of applicants by current employees.

However, to prevent potential conflicts of interest, relatives of employees shall not be employed in the following circumstance:

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

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

Section 33.2 For the purposes of this paragraph, a family member is identified as an employee's relative that includes the employee's spouse, child, step-child, parent, step-parent, brother, sister, step-brother, step-sister, half-brother, half-sister, uncle, aunt, first cousin, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

**ARTICLE 34**  
**JUST CAUSE**

Section 34.1 No employee shall be disciplined, suspended, or dismissed, except for justifiable cause. Disciplinary Procedures – The following disciplinary procedures shall be followed in all cases where the seriousness of the infraction may warrant discharge or suspension. These procedures may be followed, at the discretion of the Director of Public Safety, in other cases.

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

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

1. Counseling Statement on File AND Oral Reprimand
2. Written Warning
3. Suspension Without Pay
4. Termination

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

(c) Prior to the imposition of suspension without pay, or discharge, the employee shall be informed in writing of the charges against him/her, of the possible disciplinary actions that may be taken, and of the time, date and place at which the employee will be given the opportunity to respond to the charges. The hearing will be held no sooner than three (3) days after the Notice of Intent to Take Disciplinary Action. The employee shall be required to sign the written record of discipline as an acknowledgement that he/she has read the contents of the document.



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

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

10

## 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) Supervisor  
Step (2) Director of Public Safety  
Step (3) County Manager

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. Union officers may communicate with elected officials at their discretion but NOT during times of negotiations.

## ARTICLE 36 SEVERABILITY

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

**ARTICLE 37**  
**SAVINGS CLAUSE**

Section 37.1 Both parties have had full opportunity to bargain over all issues as required by law. The agreement on those issues is contained in the Agreement. No subject will be open for bargaining unless both parties mutually agree, or it is otherwise provided for in this Agreement.

1 **ARTICLE 38**  
2 **DURATION OF AGREEMENT**  
3

4 Section 38.1 This Agreement shall become effective as of date of ratification by both parties and  
5 remain in force and effect until midnight September 30, 2028.  
6

## ARTICLE 39

### AMENDMENTS TO AGREEMENT

Section 39.1 The County and the Union agree to open mutually agreed upon articles for operational necessity at any time during the contract. This agreement may be amended only by the mutual, written consent of the County and the Union. Such amendments shall be numbered, dated, and signed by authorized representatives of the County and Union, and shall constitute a legal part of this agreement.

Amendments to this agreement must also be ratified by the majority of the bargaining unit members and the Levy County BOCC.

**ARTICLE 40**  
**HEALTH AND SAFETY**

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 Supervisor 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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LEVY COUNTY BOARD OF  
COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
John W. Keller, IV, Attorney

Desiree Mills, Chairman

Attest: Clerk

Date Ratified: \_\_\_\_\_



1 Levy County Department of Public Safety Employee Grievance Form

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

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 Supervisor:**

13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_

16 Date resolved: \_\_\_\_\_ Supervisor Signature: \_\_\_\_\_

17 \_\_\_\_\_  
18 \_\_\_\_\_

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

20 I hereby submit a formal grievance in accordance with the provisions of Article 7 of the current  
21 Collective Bargaining Agreement. I discussed this grievance with Supervisor: \_\_\_\_\_

22 \_\_\_\_\_ on \_\_\_\_\_, and am not satisfied with the  
23 response for the following reasons:

24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_

31 Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

32  
33 If this grievance applies to a number of employees, all must sign below:

34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_

38 **Director Decision/Comments:**

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

41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step Three: Written Appeal to the County Manager or Designee:**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

In accordance with the grievance provisions, I am submitting a written appeal. I have discussed this with the Director on \_\_\_\_\_, and am not satisfied with the response for the following reasons:

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**County Manager Decision/Comments:**

This grievance was received by the undersigned on \_\_\_\_\_. I have made the following determination:

County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step Four: Federal Mediator:**

Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_

In accordance with the grievance provisions, I am submitting a request for Federal Mediation. This grievance has been discussed with the County Manager on \_\_\_\_\_, and I am not 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 Manager 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: \_\_\_\_\_