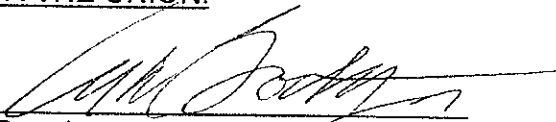


SIGNATURE PAGE


IN WITNESS WHEREOF, the parties have caused this Agreement to be amended and signed in their respective names by their respective representatives and have executed this Agreement the 22nd day of September 2017.

FOR THE UNION:



Al Boettjer
Staff Representative

Date: 10/11/17

FOR THE TAX COLLECTOR:


Honorable Lisa Cullen
Brevard County Tax Collector

Date 09/26/2017


David McCormick
Chief Deputy Tax Collector
Brevard County

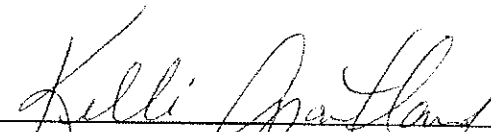
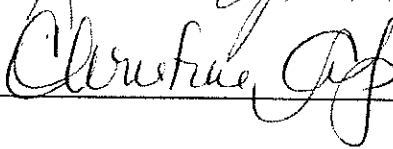



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PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the Brevard County Tax Collector and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between the Tax Collector and the employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Tax Collector's Office; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 13;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE 1 – RECOGNITION
(Non-Supervisory Unit)

- 1.1 The Brevard Tax Collector recognizes the Union's status by virtue of Florida Statutes, Section 447.307 of the Florida Public Employees Relations Act and its certification by the Florida Public Employees Relations Commission (PERC) in case No 2006-51 (Relates to RC-2006-035), as may be amended. The parties agree that the bargaining unit for the non-supervisory unit as originally certified by PERC will be modified as set forth in Appendix 1. The parties will jointly submit a unit clarification petition to PERC reflecting these modifications.
- 1.2 Excluded are all supervisory, professional, managerial and confidential employees employed by the Brevard County Tax Collector.

ARTICLE 2 – EMPLOYEE RIGHTS

- 2.1 The parties hereto agree not to interfere with the right of any employee to, become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.
- 2.2 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration, as defined in that Section available under this Agreement, without representation by the Union. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with the immediate supervisor or other Management representative without the intervention of the Association, provided that the immediate supervisor or other Management representative agrees to discuss and/or attempts to resolve the matter.
- 2.3 In matters involving a formal grievance filed pursuant to the grievance Article of this Agreement, the Union shall be given the right to be present at any meeting called for the resolution of such grievance.
- 2.4 The Union's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Union from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 2.5 There should be no discrimination against or for any employee by reason of legal organizational membership or activity.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes that it is the function of the Tax Collector to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the Tax Collector's business on the part of the Union or any of its representatives.
- 3.2 The Tax Collector shall continue to exercise the right to take any action it deems necessary or appropriate in the management of its operations and the direction of its workforce. It is the right of the Tax Collector to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Tax Collector to direct its employees; take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or other legitimate reasons. The Tax Collector has the right to discipline, temporarily layoff, or discharge employees for just cause, also to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the method, processes and means of providing Official services, to schedule hours of work; to determine the number of personnel to be assigned duty at any time and to perform all other functions not otherwise limited by this Agreement. The exercise of the described management functions by the Tax Collector shall not be contrary to the provisions of the Collective Bargaining Agreement.
- 3.3 Without limiting the provisions above, but in order to clarify some of the more important rights retained by management, the Tax Collector shall have the following unilateral management rights:
- a. to determine the size and composition of the workforce including the number and composition of employees assigned to any particular operation, shift, or turn;
 - b. to determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
 - c. to hire, promote, and lay off employees;
 - d. to reprimand, discharge or otherwise discipline employees for just cause;
 - e. to maintain and improve the efficiency of employees;
 - f. to determine job content and essential qualifications for job classifications, and the amount and type of work;
 - g. to engage in experimental and development projects;
 - h. to determine the assignment of work, and to require employees to work overtime.
 - i. to discontinue and/or expand any of its offices or operations, and to transfer or assign all or any part of its operations or any part thereto to new facilities;

- j. to determine and monitor standards of fitness of employees to perform essential job duties.
- k. to determine services to be performed by employees, discontinue or otherwise dispose or transfer any or all work operation or services or part thereof;
- l. to make time studies of workloads, job assignments, methods of operation and efficiency from time-to time;
- m. to control and regulate or discontinue the use of equipment, vehicles and other property or services used, owned, possessed or leased by the Tax Collector;
- n. to maintain, enforce, rescind or change Tax Collector or Office policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement;
- o. to determine the qualifications for and select its confidential, professional, management, and other non-bargaining staff; and
- p. to determine the work to be performed during the employees' regular work day or shift and require that all work is performed in a safe, satisfactory, and professional manner.

3.4 The Tax Collector's failure to exercise any functions or right hereby reserved to its, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Tax Collector from exercising the same in some other way not in conflict with the express provisions of this Agreement.

3.5 If, the Tax Collector determines that civil emergency conditions exist, including, but not limited to riots, civil disorders, major air carrier incident, hurricanes or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 4 - STRIKE PROHIBITION AND WORK REQUIREMENTS

- 4.1 The Union and bargaining unit members do not assert and will not assert or advocate any right to engage in any work stoppage, slow down or strike, or to withhold services or otherwise hinder the Tax Collector's operations.
- 4.2 Any and all employees who violate any provision of the law prohibiting strikes or this Article shall be disciplined, up to and including discharge.
- 4.3 In justice and fairness to the Tax Collector and the public, all employees shall report to work on time, not leave early unless authorized, be prompt in reporting to their assigned duties, and faithfully perform their duties.

ARTICLE 5 - NON-DISCRIMINATION

- 5.1 Neither the Tax Collector nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership.

ARTICLE 6 - UNION LEAVE

- 6.1 The Tax Collector will maintain a Union Pool Time Account in which employees may voluntarily contribute accrued vacation time for employees in the same bargaining unit who are authorized representatives of the Association to pursue administrative and/or professional activities (e.g. conferences, meetings).

- 6.2 For each bargaining unit the Tax Collector will allow up to two (2) designated bargaining team members time off as Special Leave with pay to attend negotiation sessions with the Tax Collector's team up to a maximum of four (4) hours Special Leave per session with a maximum of six (6) sessions per fiscal year. The time bargaining team members spent commuting to and from bargaining sessions shall be treated and paid as normal hours worked, and shall not count against the 4-hours special leave per session provide under this paragraph.

ARTICLE 7 - UNION RIGHTS

- 7.1 The Tax Collector shall furnish to the Union office a current copy of the Brevard County Tax Collector's Employee Handbook and any amendments or changes proposed during the term of this Agreement. The Tax Collector shall also provide the Union office with a copy of all memos, rules or regulations which the Bargaining Unit employees are to be made cognizant of pertaining to employer-employee relations at the time of dissemination to the employee (s).
- 7.2 Union representatives shall be allowed to communicate official Union business to members only in non-work areas during non-working time.
- 7.3 The Union agrees that no employee will solicit Union membership or distribute Association literature during an employee's working hours.

ARTICLE 8 - PERSONNEL RECORDS

- 8.1 Each employee covered by this Agreement shall have the right to inspect the official personnel file provided, however, that such inspection shall take place during reasonable working hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies; each request is at no charge for any item contained in the employee's official personnel file.
- 8.2 Employees shall have the right to file a written response to any letter of reprimand or other document before it is placed in the deputy's official personnel file, as a result of management action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.
- 8.3 To the extent permitted by law and in order to protect the privacy and promote the safety of employees, the Tax Collector agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and/or confidential personnel records without consent.
- 8.4 The Association agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the Tax Collector and the employee, thus mutually agreeing to the confidentiality of personnel records other than as required by law.

ARTICLE 9 - PROBATIONARY DEPUTIES

- 9.1 All new members in the Office shall be classified as probationary employees for the first one hundred and eighty (180) calendar days of continuous, uninterrupted employment during which time such employees may be laid-off, disciplined, or discharged with or without cause and without recourse to the grievance and arbitration procedures of this Agreement but during such period, such new members shall be subject to all other terms and conditions of this Agreement except as limited in the Agreement. Shorter periods of employment shall not be cumulative. Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the initial or adjusted date of employment after an employee successfully completes the probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority, subject to the provisions of Article 7.
- 9.2 Employees who have been promoted or transferred to a new classification shall serve a thirty (30) calendar day probationary period. If at any time during the probationary period the promoted employee is found by the Tax Collector's sole discretion, not to be suited for the position promoted, the employee shall be returned to the former classification.

ARTICLE 10 - DUES DEDUCTION

- 10.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Tax Collector will deduct from the employee's pay each pay period the amount owed to the Association by each employee for dues. No authorization shall be allowed for payment of any collection of fines, penalties or special assessments. The Tax Collector shall remit monies collected to the Treasurer of the Association monthly. The Tax Collector remittance will be deemed correct if the Association does not give written notice to the Tax Collector within thirty (30) calendar days of a remittance, of its belief with reasons stated therefore that the remittance is incorrect. It shall be the responsibility of the Association to notify the Tax Collector or designee in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. (See Appendix 2)
- 10.2 If there is an amount deducted in excess of what is authorized by this Agreement and forwarded to the Association, the employee affected shall seek recourse with the Association and not the Tax Collector. Association dues only will be deducted twice a month and thereafter, will be transmitted to the Association monthly. The Tax Collector will not deduct other Association assessments. The Association will indemnify, defend, and hold the Tax Collector harmless on account of payroll deduction of Association dues.
- 10.3 An employee may revoke the authorization for deduction of dues provided the employee gives thirty (30) days written notice to the Tax Collector and the Association. Upon receipt of such notification, the Tax Collector shall terminate dues on the pay date immediately following the expiration of the thirty (30) day notice period.
- 10.4 No deduction shall be made from the pay of an 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 checked off.
- 10.5 Net earnings shall mean net after required deduction of federal taxes, social security, pensions, credit union, and health and life insurance.
- 10.6 In the event the Association delivers additional dues authorization to the Tax Collector's designee, it is agreed and understood that the Tax Collector shall have thirty (30) days from the date of delivery in which to commence the dues deduction procedure.

ARTICLE 11 - BULLETIN BOARDS

- 11.1 The Tax Collector shall provide the Association with a Bulletin Board two (2) feet square in size in each department or branch
- 11.2 The Association agrees that it shall use space on the Bulletin Boards provided for herein for the posting of the following:
- Notices of Association Meetings
 - Association Elections of Officers (not including representation elections)
 - Reports of Association Committees
 - Rulings and Policies of the Association
 - Recreational & Social Affairs of the Association
 - Notices of Meetings by Public Bodies
 - Notices of Ratification Meetings
 - Contract Administration
- 11.3 In no event shall the Bulletin Boards be used to post political material or controversial material which adversely reflects upon the Tax Collector, its independent agencies, its employees, elected officials, or any labor organization among its employees.
- 11.4 All Association materials placed on the Bulletin Boards shall be signed by the Association representative or designee, and copies of any materials posted shall be sent to the Chief Deputy Collector or designee.
- 11.5 Failure of the Association to follow the procedures for the proper posting of materials and notices on the Bulletin Boards shall result in the materials or notices being removed from the Bulletin Boards by the Tax Collector and suspension of Bulletin Board privileges.
- 11.6 Only the Association shall post items on the Bulletin Board.

ARTICLE 12 - DISCIPLINARY ACTION

- 12.1 In the event an employee is discharged, suspended without pay, or demoted for disciplinary reasons, the Tax Collector agrees that the employee shall be provided with written notification of the action. This notification shall be hand delivered to the employee or sent by certified mail, return receipt requested, to the address in the Tax Collector's Human Resources Department records.
- 12.2 Except in extraordinary circumstances, before the employee is discharged or suspended without pay for disciplinary reasons, the notification described in Section 12.1 will be provided to the employee in advance of the action so as to give the affected employee an opportunity to present their position.
- 12.3 No employee shall be disciplined except for just cause.
- 12.4 Types of Discipline

Normally, progressive disciplinary action (oral warning, written reprimand, suspension without pay, demotion, and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in demotion, suspension or termination without previous oral or written warnings.

1. Oral warning
2. Written reprimand
3. Suspension without pay; up to eighty (80) work hours per violation
4. Demotion
5. Termination

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURES

- 13.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.
- 13.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Answers/responses by management to grievances filed by the Association on the behalf of an employee may be accomplished by e-mail to the last e-mail address on file of the Association on file with the Tax Collector. Answers/responses by management to grievances filed by an individual may be accomplished by e-mail to the last e-mail address of the individual on file with the Tax Collector, with a copy to the Association by e-mail to the last e-mail address of the Association on file with the Tax Collector. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the grievance shall be considered conclusively abandoned.
- 13.3 The employees are permitted to select a steward for each Department or branch office in that it is covered by this Agreement. The Association shall provide to the Tax Collector the names of all stewards authorized to act on behalf of the Association. It shall be the Association's responsibility to keep the names of authorized stewards up to date. The Tax Collector shall only be required to interchange with authorized Association stewards on file regarding Association related business. The stewards shall be permitted reasonable access for reasonable periods of time with pay with authorization by the Tax Collector or designee to conduct workplace investigations and discussions to handle specific grievances. The exercise of such access rights by the steward shall not interfere with their duties or the duties of other deputies. An Employee Representative of the Association, designated by the President or General Counsel, shall be permitted reasonable time to handle specific grievances and matters of interpretation of this Agreement in the event that the Department steward is unavailable and upon proper approval of the Department Heads involved. The Tax Collector will provide the Public Employees Association, on a semi-annual basis, a complete roster of the bargaining unit to include present position and pay scale.
- 13.4 Grievances shall be presented in the following manner:
- Step I.** The employee shall first take up any grievance with the employee's immediate supervisor or assistant supervisor if the supervisor is not available within ten (10) work days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ten (10) work day period shall commence running immediately upon the employees return from such compensated leave. The first step (between the employee and immediate supervisor) shall be on an informal and oral basis and shall not involve the Association or any other representative of the employee, unless requested by the employee
- Step II.** Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the employee or designee and shall next be taken up with the

Department Head. All grievances proceeding to Step II must be reduced to writing and must contain the following information:

- (a) The specific Article and Section of the Agreement alleged to have been violated by the Tax Collector's Office;
- (b) A full statement of the grievance, giving a complete description of the facts, dates and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant (or the signature of all employees in the case of a group of deputies filing a single grievance, or the signature of an Association representative if the grievance is filed in the name of the Association) and date(s) signed: and,
- (d) Designation of the specific Association Representative (must be an elected officer, Representative or steward) if the grievant requests Association representation.

Failure of the grievant(s) to substantially comply with any part of this Section shall make the grievance null and void. Such grievance shall be presented to the supervisor in writing, within five (5) work days of the completion of Step I. The supervisor shall meet with and present the grievance to the Department Head. The Department Head shall, within five (5) work days after presentation of the grievance shall meet with the employee and render a decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step III. Any grievance which cannot be satisfactorily settled with the Department Head shall next be taken up with the, Chief Deputy or designee, either through a Representative of the Association or by the employee, at the employee's option. The grievance, as specified in writing in Step II, shall be discussed by and between the employee and/or the Representative of the Association and the Chief Deputy, or designee, within five (5) work days after completion of Step II. The Chief Deputy or designee shall, within seven (7) work days after this discussion, (or such longer period of time as mutually agreed upon in writing) render a decision in writing.

Step IV – Arbitration. The following Articles shall not be subject to arbitration:

- Dues Deduction; and
- Disciplinary Action (if less than a 24-hour suspension)
- Written Reprimands
- Recognition
- Personnel Records
- Probationary Employees (for disciplinary matters)
- Bulletin Boards
- Conflicting Laws
- Severability
- Workers' Compensation

In the event a grievance processed through the grievance procedure has not been resolved at Step III above, the Association or the grievant not represented by the Association may request that the grievance be submitted to arbitration within fifteen (15) calendar days after the Tax Collector renders a written decision on the grievance. The arbitrator may be an impartial person

mutually agreed upon by and between the parties. If an impartial arbitrator cannot be agreed upon within ten (10) calendar days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall strike three (3) names alternatively. The grievant shall strike first.

- 13.5 The Tax Collector and the Association or grievant, not represented by the Association, shall attempt to mutually agree, in writing, as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step II of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.
- 13.6 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Service.
- 13.7 If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order, or certified check, to be held by the Tax Collector in escrow, in an amount equal to the full amount of the estimated arbitration costs. This deposit must be made at least ten (10) calendar days prior to the date of the scheduled arbitration hearing. Failure of the grievant to make this deposit shall signal the end of the grievance/arbitration process.
- 13.8 Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fees and related expenses and expenses of obtaining a hearing room, if any, shall be paid by the party declared by the arbitrator to be the loser of the arbitration. The arbitrator shall have the obligation in resolving the case before him/her to declare which party has lost the decision or to apportion the results. If the Arbitrator fails to specify the losing party or apportion the results, the Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.
- 13.9 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) calendar days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.
- 13.10 Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Association and the Tax Collector, such grievance shall be presented by the Association's Representative, in writing, directly to the Chief Deputy, Step III, within ten (10) work days of the occurrence of the event(s).

ARTICLE 14 - PROMOTIONS

- 14.1 A copy of all current and amended job descriptions shall be furnished to the Union Bargaining unit. Vacancies for both current and new positions within the Bargaining unit will be posted throughout the Tax Collector's Office for five (5) days before public recruitment commences. All other factors being equal, internal applicants will be given preference to outside applicants.
- 14.2 Qualifications for bargaining unit promotions include the results of any relevant tests, reliability, attendance, education, work record, cross-training, past performance, conduct, operational needs, and length of service. Promoted employees shall be given a minimum of five percent (5%) increase in pay or the minimum of the grade for the new classification, whichever amount is greater.

ARTICLE 15 - HOURS OF WORK

- 15.1 In order to serve the public, the hours of work may vary and overtime, travel and weekend work may be required. Normally, an unpaid lunch break of one hour will be available. Office hours may vary according to an employee's assignment and geographic location. Branch agencies are open to the public Monday through Friday 8:30 a.m. to 5:00 p.m. and the deputy's hours are 8:30 a.m. to 5:30 p.m. All other offices and Departments are open from 8:00 a.m. to 5:00 p.m. Monday through Friday. Due to the scope of operational needs or the employee's position, it may be necessary to adjust these times.
- 15.2 A regular work week normally consists of forty (40) hours, Monday through Friday; however, nothing in this Agreement shall be construed to restrict the ability of the Brevard County Tax Collector to utilize part-time employees without benefits to perform bargaining unit work. Employees shall be at their workstations and ready for work at the assigned time. The workweek will commence at 12:00 a.m. Sunday and end at 11:59 p.m. on Saturday.
- 15.3 Unpaid lunch periods are scheduled in a manner to best meet the needs of the department. The exact time of an employee's lunch period will be determined by their supervisor. Lunchtime and/or breaks cannot be accumulated for use at a later time or to leave earlier.
- 15.4 Employees may also have a morning and afternoon break not to exceed 15 minutes each. If required, by the work load, it may be necessary to ask an employee to occasionally forego their break(s).

ARTICLE 16 - OVERTIME

- 16.1 Employees shall be required to work overtime when ordered. Overtime shall be scheduled in accordance with the Tax Collector's policies and procedures and administered in accordance with the provisions of this Agreement. Management will first seek qualified volunteers before ordering anyone to work overtime. Overtime will be allocated equally as much as possible.
- 16.2 All authorized work performed in excess of forty (40) hours shall be considered as overtime. Overtime worked in excess of forty (40) hours in a Work Week shall be compensated at the rate of one and one-half (1 ½) hours pay for each hour worked.
- 16.3 For purposes of overtime computation, vacation leave, personal leave, bereavement leave, jury duty, sick leave, or any other form of paid leave shall be counted as hours worked.
- 16.4 Scheduled overtime work occurring contiguous to a scheduled shift shall not require compensation for a minimum number of work hours.
- 16.5 Scheduled overtime work not contiguous to a scheduled shift shall require compensation for a two hour minimum.
- 16.6 The dollar amount of overtime paid shall be listed on the employee's paycheck stub.

ARTICLE 17 – LAYOFF AND RECALL

Layoff

- 17.1 If for any reason it becomes necessary to reduce the workforce of any bargaining unit, department or branch office covered by this Agreement, employees will be laid-off without prejudice, as layoff is not considered a disciplinary action. The Tax Collector will determine the number and class of employees to be laid off.
- 17.2 In the event of a layoff (reduction in workforce) for any reason, the Tax Collector will consider a number of relevant factors in determining those selected for layoff. Factors to be considered include: (1) Employee's disciplinary and attendance record for the two years prior to the effective date of the layoff, (2) Seniority and (3) training/certifications. As between two employees if (1) and (2) above are relatively equal only then shall (3) apply. Seniority for the purpose of this Article is defined as service as an employee of the Tax Collector's Office established by date of hire.

Recall

- 17.3 Employees who were laid-off shall be recalled, most senior employee first. Recall shall be by registered letter and the laid off employee shall have ten (10) working days to respond to the invitation of reemployment. Recall rights only apply for a period of twelve (12) months from the date of layoff.
- 17.4 Seniority of recalled employees shall be determined by service with the Tax Collector established by date of hire. Recalled employees shall receive the rate of pay they were receiving at the time of their layoff plus negotiated changes to that rate, if any, while they were on layoff.

ARTICLE 18 - HOLIDAYS

18.1 The following holidays are observed each year:

New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day
Employee's Birthday	Personal Day

18.2 Normally, if any holiday falls on a Saturday, it will be observed on the preceding Friday; those falling on a Sunday will be observed on the following Monday. If a holiday occurs while a deputy is on paid leave, the employee will be given credit for the holiday and it will not be deducted from the employee leave balance. Due to the nature of the Tax Collector's business, it may be necessary to work on a holiday. In that case, overtime pay will be given at time and one-half plus the employee shall receive eight (8) hours pay for the Holiday.

18.3 The Personal Day will be credited the first pay period in January.

ARTICLE 19 - VACATION

19.1 An employee may not take vacation time until it is accrued. Since the majority of the workforce must be available to serve the public, a limited number of employees may be on vacation at any one time. Supervisors are responsible for assuring adequate office coverage. Managers and Assistant Managers are not subject to this article as it relates to his/her own leave requests and scheduling of annual leave.

19.2 Vacation leave is a benefit offered to eligible employees so that they may have paid time off for rest and recreation as follows:

<u>Years Appointment</u>	<u>Hours per Month Annual Leave</u>
0 to less than 2	8
2 to less than 10	12
10 or more	16

19.3 During the first year of employment, the employee earns one day per month, usable after the first ninety (90)-days of his/her one hundred and eighty (180) day probationary period.

19.4 Part time employees do not accrue annual leave

19.5 An employee must be in a "pay status" for over half the pay period to earn vacation credit. "Pay status" means an employee is either actively working or on an authorized leave paid by the Office of the Tax Collector.

196 To ensure consistency in vacation scheduling:

- A. Vacations shall be scheduled by seniority with the exception of Leads. Seniority, means from date of hire, not time in any given office. In the event of transfer to another Branch/Dept. after the vacation schedule is set, such seniority shall apply the next calendar year.
- B. Employees who are on paid annual leave or sick leave shall be entitled to the holiday which occurs during their leave.
- C. There are multiple tiers, or time periods, during which forty (40) hour blocks of annual leave requests will be accepted and during each tier an employee can, if they have the actual leave accrued, request up to two (2) weeks of annual leave. Leave requests will be reviewed during a specific tier and approved, excepting Lead Specialists, in accordance to seniority. Lead Specialists are limited to the same two-week time periods during each tier, but are provided leave preference over the seniority of regular specialists. At the conclusion of the first request tier, a second tier will open and the leave request process resumed. The minimum time accepted for leave during the first and second request tiers will be a forty

(40) block, including designated holidays. The tier leave request process will continue for a minimum of three (3) tiers.

- D. The first tier for submitting leave requests will open the first work day in December and close the last working day before the Christmas break. The approval or denials of the first request tier will be completed by, at a maximum, the second Friday in January. The second request tier will open by the close of business on the second Friday of January or, if an earlier date, at the close of the first tier. Subsequent request tiers will open as needed and remain open for fifteen working days.
- E. No employee may schedule in their first annual leave request tier more than two (2) forty-hour blocks of leave that occur during the designated holiday periods for that calendar year.
- F. The designated restricted holiday periods are the weeks including the:
 - a. New Year's holiday,
 - b. Memorial Day holiday,
 - c. Independence Day holiday,
 - d. Labor Day holiday,
 - e. Thanksgiving holiday and
 - f. Christmas holiday.
- G. This section does not limit a Manager's or Assistant Manager's ability to approve individual employee annual leave requests over the course of year for an employee when the Manager or Assistant Manager believes the office is adequately staffed.
- H. At the discretion of a respective Administrator duration of a specific leave request can be extended in excess of two-weeks for special circumstances. Any such request must be made in writing detailing why an exception should be made.

19.7 Accrued vacation leave is charged as actual hours taken for all absences. An employee is eligible to receive payment for accumulated leave when they:

- A. retire under the Florida Retirement Systems (FRS);
- B. terminate employment in good standing; or
- C. dies.

19.8 Annual leave earned may be carried over as follows:

- One (1) to two (2) years of service two hundred forty eight (248) hours;
- Two (2) to ten (10) years of service three hundred fifty eight (358) hours;
- Ten (10) plus years of service four hundred fifty six (456) hours

19.9

This Article can be reopened at the Tax Collector's request during the 2018-2019 and 2019-2020 fiscal years negotiations.

ARTICLE 20 - SICK LEAVE

- 20.1 **SICK LEAVE CREDITS:** Sick leave is earned on a monthly basis. A total of one (1) day per month, or twelve (12) days per year, can be credited. Part-time employees do not earn sick leave.
- 20.2 **USE OF SICK LEAVE:** Sick leave use is intended for:
- A. Actual disability arising from illness, injury or pregnancy; and
 - B. Medical, dental or eye treatment or examination for which arrangements could not be made outside of assigned hours of duty.
 - C. Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. Immediate family consists of spouse, children, mother and father.
- 20.3 Charges against credited and accumulated sick leave are made in actual hours taken.
- 20.4 **NOTIFICATION OF ILLNESS:** When the employee is going to be absent from work for a reason covered by sick leave, the employee must notify the supervisor as soon as possible or no later than the start of the employee's assigned hours of duty.
- 20.5 When an absence continues beyond one day, the employee must continue to keep the supervisor advised daily for the first three (3) days and weekly thereafter.
- 20.6 If the doctor determines that an employee is unable to work and needs to be placed on Family Medical Leave, the employee will need to submit the proper forms to the Tax Collector.
- 20.7 Physician certification may be required if any of the following circumstances are present: a fitness for duty determination is needed by the employer; the absence continues three or more contiguous work days; a pattern of leave use, or a substantiated allegation that indicates misuse of sick leave; or if sick leave is used on a date that the employee had been denied the use of annual leave.
- 20.8 **SICK LEAVE CONVERSION:** An employee who has used zero (0) to five (5) days sick leave during the calendar leave year, and has been employed with the Tax Collector's Office the full calendar year may convert on the first work day of the succeeding year sick leave to annual leave as follows:

Days of Sick Leave Used

Days Converted to Annual Leave

0	6
1	5
2	4
3	3
4	2
5	1
6	0

20.9 **EFFECT OF SEPARATION:** Separation from appointment cancels all unused sick leave credited and/or accumulated except as follows:

- A. Employees who voluntarily resign or separate in good standing are eligible to receive payment for fifty percent (50%) of their unused sick leave, up to 500 hours.
- B. At the death of an employee before retirement, payment is made for one-half (1/2) up to 600 hours of any unused credited or accumulated sick leave to the beneficiary in the Florida Retirement System, or in the absence of such designated beneficiary, to the employee's estate.
- C. Payment, as above, for unused credited and/or accumulated sick leave on an employee's retirement or death before retirement, is made at the employee's straight time pay as of the last day worked before retirement or death.

20.10 **EFFECT OF RETIREMENT:** Employees who meet the requirements for retirement under the Florida Retirement System (FRS), and who separate from the Tax Collector's Office in good standing, shall receive pay for their unused sick leave balance in the following manner:

Completion of 6-19 years	up to 500 hours
Completion of 20-24 years	up to 600 hours
Completion of 25-29 years	up to 800 hours
Completion of 30-over years	up to 1000 hours

20.11 **Deferred Retirement Option Program (DROP)** participants will be paid their unused sick leave balance upon termination from DROP in the same manner as employees retiring under the traditional retirement program.

ARTICLE 21- LEAVE UNDER FAMILY AND MEDICAL LEAVE ACT

21.1 The Family and Medical Leave Act ("FMLA") provides eligible employees with up to four hundred eighty (480) hours of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work while in a paid status. The employee will be required to pay their portion of the insurance coverage if they are in an unpaid status. At the conclusion of the leave, subject to some exceptions, an employee may return to the same or to an equivalent position.

21.2 Eligibility Criteria

To be eligible for FMLA leave, an employee must have been employed by the Tax Collector:

- A. For at least 12 months (which need not be consecutive); and
- B. Work at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave;

21.3 Events Which May Entitle a Deputy to FMLA Leave

FMLA leave may be taken for any one, or for a combination of, the following reasons:

- A. The birth of the employee's child or to care for the newborn child;
- B. The placement of a child with the employee for adoption or foster care or to care for the newly placed child;
- C. To care for the employee's spouse, child or parent (but not in-law) with a serious health condition; and/or
- D. The employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

21.4 A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

21.5 How Much FMLA Leave May Be Taken

An eligible employee is entitled to up to four hundred eighty (480) hours of paid/unpaid leave during a 12-month period for any FMLA qualifying event. The twelve month period begins on the first day the employee uses family and/or medical leave.

21.6 Limitations on FMLA Leave

- A. Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.

- B. Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.
- C. Leave because of an employee's own serious health condition, to care for an employee's spouse, child or parent with a serious health condition, or to care for a newborn or for a newly placed child may be taken all at once, or where medically necessary, intermittently or on a reduced work schedule.
- D. If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt office operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Tax Collector may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.
- F. Existing leave balances may be used concurrently with FMLA leave until such leave is exhausted.

21.7 Requests for FMLA Leave

- A. An employee should request FMLA leave by completing the Employer's Request for Leave form, obtaining their supervisor's approval and submitting it for the Tax Collector's approval. The Request for FMLA Leave Form can be obtained from the Human Resources Representative.
- B. When leave is foreseeable for childbirth, placement of a child or planned medical treatment for the employee's or family member's serious health condition, the employee must provide the Tax Collector with at least 30 days advance notice, or such shorter notice as is practicable. When the timing of the leave is not foreseeable, the employee must provide the Tax Collector with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave).

21.8 Required Documentation

- A. When leave is taken to care for a family member, the Tax Collector may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).
- B. An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition. Medical certification forms are available from the Tax Collector's designee.

21.9 The Tax Collector will honor all applicable amendments to the FMLA.

ARTICLE 22- BEREAVEMENT LEAVE

- 22.1 In the event of death in the employee's immediate family, the Tax Collector or designee, upon request, will grant five (5) workdays off without loss of regular pay to arrange and/or attend funeral services or related matters.
- 22.2 Immediate Family Defined: Described as the employee's father, mother, spouse, children, step-children, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, step-father, step-mother, step or half-brothers and sisters, son-in-law, daughter-in-law, legal guardians, ward or life partner. Additionally, any individual related by blood or affinity whose close relationship with the employee is the equivalent of a family relationship will also be considered upon request to the Tax Collector or designee. The decision to approve or deny leave under this last criterion is at the discretion of the Tax Collector or designee.
- 22.3 Additional Leave: Should an employee require additional time other than provided above, time off with pay and charged to accrued personal leave may be requested from the Tax Collector or designee.

ARTICLE 23- HEALTH INSURANCE

- 23.1 Tax Collector shall continue to offer group health insurance programs available through the County. Employees are responsible for any dependent's insurance premium and other supplemental insurance.
- 23.2 The current amount of contribution by the Tax Collector for other levels of coverage shall be continued for the term of this agreement. The insurance supplement is \$30.00 per month for eligible employees.
- 23.3 Employees who have health insurance from another source may waive coverage and receive payment of \$15.00 per pay period, if this practice is continued by the County.

ARTICLE 24- LIFE INSURANCE, AD&D, SHORT TERM DISABILITY

- 24.1 The Tax Collector will continue to provide through the County, life and accidental death and dismemberment insurance.
- 24.2 Eligible employees may seek short-term disability income protection through the County.

ARTICLE 25 – WAGES

- 25.1 Beginning October 8, 2017, for the Fiscal Year 2017-18, and contingent on funding from the Florida Department of Revenue, the Tax Collector agrees to the following wage increase: Those employees who on October 1, 2017, having an annual salary of under forty thousand (40,000) dollars a year will receive an annual salary increase of fourteen hundred (1,400) dollars a year; those employees who make forty thousand (40,000) dollars or more a year will receive a three and a half (3.5) percent salary increase. The classifications and pay grades in effect for the bargaining unit positions during the term of the agreement are set forth in Appendix 3.
- 25.2 The Tax Collector reserves the right to start a newly hired employee who represents to the Tax Collector that he or she has a particular level of experience or knowledge, at a rate of pay within the pay grades for the relevant classification set forth in Appendix 3, subject to the starting salary being adjusted during or before the expiration of the employee's probationary period.
- 25.3 All future increases will be subject to negotiations by the parties.

ARTICLE 26- CLASSIFICATIONS AND PAY GRADES

26.1 Tax Collector classifications include the following:

<u>Classification</u>	<u>Grade</u>
Greeter	103
Support Services Coordinator	105
Payment Processing Specialist (PPU)	105
Tax Payer/Motorist Services Specialist	105
Lead PPU	110
Lead Tax/Motorist Services Payer Specialist	110

ARTICLE 27- EDUCATIONAL REIMBURSEMENT

- 27.1 Each employee seeking tuition reimbursement shall make application using the form (see Appendix 2 prior to the registration for the course for which reimbursement is being requested.
- 27.2 The Tax Collector or designee shall review Applications and certify if the course of study is relevant to the employee's career path and a benefit to the Tax Collector's Office.
- 27.3 Eligibility for reimbursement must be established by obtaining written approval on the designated form prior to the first day of class.
- 27.4 Maximum reimbursement shall be limited to \$1500.00 per fiscal year.
- 27.5 Reimbursement will be made at the completion of the approved course in accordance with the following schedule:

<u>Letter Grade</u>	<u>Percentage Reimbursed</u>
A	100%
B	90%
C	75%
D or below	None
Pass (When used by school	100%
Fail in lieu of a letter grade)	None

- 27.6 The employee shall submit the Application for Reimbursement of Education Expenses to the Chief Financial Officer (CFO) at least thirty (30) days prior to registration in order to assure prior approval or rejection of such application.
- 27.7 The employee must pay tuition costs directly to the sponsor. Official notices of grades and the original tuition receipt must be submitted to the Chief Financial Officer (CFO) within thirty (30) days of the completion of the approved course.
- 27.8. Service Obligation – employees receiving tuition reimbursement must agree to remain in the employ of the Tax Collector for at least two (2) years following course completion. Employees who separate from employment for any reason other than disability, within the two (2) year period shall reimburse the Tax Collector for tuition benefits applicable to courses completed during the affected period. Reimbursement shall be in an amount proportionate to the two (2) year period of employment not completed, rounded to the nearest month.
- 27.9 Contingent upon budgetary approval by the Florida Department of Revenue for the fiscal years October 1, 2015 to September 30, 2016, and October 1, 2016 to September 30, 2017 the educational reimbursement provisions set forth in this Article shall be applicable.

ARTICLE 28- WORKERS' COMPENSATION

- 28.1 Report all injuries, accidents or unsafe work conditions as soon as practical: when an employee suffers a work-related injury or illness, benefits and procedures will follow Florida Workers' Compensation law.

ARTICLE 29 - CONFLICTING LAWS

- 29.1 It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent federal, state or county law or regulations to the extent that any portion thereof is in conflict therewith, and nothing herein shall require the Tax Collector to do anything inconsistent with laws under which it may from time to time operate or exist, nor anything inconsistent with the order or regulations of any governmental authority having jurisdiction to issue the same.

ARTICLE 30 - SEVERABILITY

- 30.1 In the event any Article, Section, or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the court's decision, and upon issuance of such decision, the Tax Collector and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 31 - SAVINGS/PREVAILING RIGHTS

- 31.1 The Tax Collector retains all rights, powers, functions and authority it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged in this Agreement.
- 31.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit, shall apply to the extent that they are not in conflict with the provisions of this Agreement.

ARTICLE 32 - ENTIRE AGREEMENT

- 32.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity is set forth in this Agreement. Therefore, the Tax Collector and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement, nor shall it prevent both parties from mutually agreeing to renegotiate any article.

ARTICLE 33 - DURATION OF AGREEMENT

- 33.1 This agreement shall be effective October 1, 2017, or upon ratification by the parties, whichever is later, until September 30, 2020. The parties agree that negotiations for a successor agreement shall begin no later than May 15, 2020.
- 33.2 Wages, Health Insurance and one other Article may be reopened for fiscal year 2018-19 by giving written notice to the other party at least sixty (60) day in advance of October 1, 2018. Wages, Health Insurance and one other Article may be reopened for fiscal year 2019-2020 by giving written notice to the other party at least sixty (60) day in advance of October 1, 2019.

APPENDIX 1

Non-Supervisory Unit

Greeter

Support Services Coordinator

Payment Processing Specialist (PPU)

Taxpayer/Motorist Services Specialist

Lead Taxpayer/Motorist Services Specialist

Lead PPU Specialist



BREVARD COUNTY TAX COLLECTOR EMPLOYEE CHANGE/INFORMATION REQUEST

HR-2

Please submit requests to your Department Supervisor/Manager.
If a Supervisor/Manager's signature is not required, please place in
an envelope and send to the Payroll/Benefits Department through courier.

PLEASE PRINT OR TYPE

DATE: _____

EMPLOYEE NAME: _____

DEPT/BRANCH: _____ JOB TITLE: _____

REQUIRES SUPERVISOR'S OR MANAGER'S SIGNATURE

- | | | |
|---|---|--|
| <input type="checkbox"/> NAME CHANGE | <input type="checkbox"/> LEAVE OF ABSENCE REQUEST | <input type="checkbox"/> NOTARY REQUEST |
| <input type="checkbox"/> ADDRESS CHANGE | <input type="checkbox"/> MATERNITY LEAVE REQUEST | <input type="checkbox"/> RETIREMENT APPLICATION |
| <input type="checkbox"/> TELEPHONE CHANGE | <input type="checkbox"/> FAMILY MEDICAL LEAVE REQUEST | <input type="checkbox"/> EDUCATION REIMBURSEMENT |
| <input type="checkbox"/> OTHER | | |

DOES NOT REQUIRE SUPERVISOR'S OR MANAGER'S SIGNATURE

- | | |
|--|---|
| <input type="checkbox"/> INSURANCE CHANGE | <input type="checkbox"/> W-4 CHANGE |
| <input type="checkbox"/> DIRECT DEPOSIT CHANGE | <input type="checkbox"/> RETIREMENT BENEFITS INFO |
| <input type="checkbox"/> UNION MEMBERSHIP ADD | <input type="checkbox"/> UNION MEMBERSHIP REMOVE |

EXPLANATION (OR ATTACH DOCUMENTATION, IF NECESSARY)

EMPLOYEE'S SIGNATURE

SUPERVISOR/MANAGER'S SIGNATURE

FOR PAYROLL/BENEFITS USE ONLY

REVIEWED: _____

ROUTED TO: _____

PROCESSED BY: _____

APPENDIX 2, HR- 2

APPENDIX 3

CLASSIFICATIONS AND PAY GRADES

CLASSIFICATION	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
GREETER, PROBATIONARY	103	12.1831	19.57
SUPPORT SRV COORD, PROBATIONARY	105	12.9931	20.94
TAX PAYER/MOTORIST SRV SPECIALIST, PROBATIONARY	105	12.9931	20.94
PPU SPECIALIST, PROBATIONARY	105	12.9931	20.94
GREETER	103	12.6431	19.57
SUPPORT SRV COORDINATOR	105	13.4859	21.60
TAX PAYER/MOTORIST SRV SPECIALIST	105	13.4859	21.60
PPU SPECIALIST	105	13.4859	21.60
LEAD PPU SPECIALIST	110	15.3331	24.64
LEAD TAX PAYER/MOTORIST SRV SPECIALIST	110	15.3331	24.64
ASSIGNMENT, LICENSE ROAD TEST EXAMINER*		1.00	1.00

* The assignment pay is a set rate that is not calculated as a percentage of other salary increases or rate changes.

