



AGREEMENT
BETWEEN
CITY OF COCOA, FLORIDA
AND
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(PBA)
LIEUTENANT UNIT
Fiscal Years 2017-18, 2018-19, and 2019-20

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Coastal Florida Police Benevolent Association, hereafter referred to as the “Association” or the “PBA.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309 (1), Florida Statutes for all regular, full-time employees in the bargaining unit as determined by the Public Employees Relations Commission in Certification No. 1864.

ARTICLE 2 - DUES DEDUCTION

Section 1. Any member of the PBA who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the PBA deducted from his/her wages. Dues shall be deducted on a weekly basis, unless a bi-weekly payroll is adopted and, shall, thereafter, be transmitted to the PBA or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The PBA will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the PBA shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct PBA fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the PBA.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the PBA will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The PBA agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation "he" in referring to an employee shall mean "he" or "she" wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City's internal procedure or in accordance with state or federal law and cannot be processed through the contractual grievance procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the purpose and organizational structure of the Law Enforcement Service.
- B. Exercise control and discretion over the organization and efficiency of operations of the Law Enforcement Service.
- C. Decide the scope of the service and set performance standards for service to be offered to the public.
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise.
- E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted.
- F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Law Enforcement Service.
- G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Law Enforcement Service.
- H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project.
- I. Formulate, issue, amend or delete policies, procedures, and rules.
- J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment.
- K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

- L. Lay off and/or relieve employees from duty due to lack of work or lack of funding.
- M. Recall employees in accordance with City policies.
- N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training.
- O. Formulate and/or amend job descriptions.
- P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable.
- Q. Create, expand, reduce, alter, combine, assign, or cease any job.
- R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.
- S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment.
- T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment.
- U. Contract and subcontract existing and future work.
- V. Maintain the efficiency of the operations of the Department.
- W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction.
- X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the PBA, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the PBA shall not be responsible for any act alleged to constitute a breach of this section if neither the PBA nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the PBA and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 6 - PBA BUSINESS

Section 1. The City will provide to the PBA at a reasonable cost, any and all copies of documents requested under provisions of Florida Statutes, Chapter 119, entitled "Public Records." The City shall make available on-line to the PBA, the annual budget and the comprehensive annual financial report. The City will allow the PBA to use the existing PBA bulletin board space for PBA business in the Squad Room, Communications Center, Detective Bureau and the Substation. The boards will be used only for the following notices: recreational and social affairs of the PBA meetings, PBA elections, reports of PBA committees, and other official PBA communications. All notices posted on the PBA bulletin boards will contain the signature of the PBA Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

Section 2. Bargaining unit employees shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave; provided, however, that they comply with the rules otherwise applicable to such leave.

Section 3. Nothing herein shall prohibit the City, in its sole discretion, from allowing Union Officers and/or Representatives to attend meetings scheduled by the City while they are on duty without the loss of pay or benefits.

ARTICLE 7 - STAFFING AND ASSIGNMENTS

Section 1. The City shall have the exclusive right to determine, and modify as it deems necessary, Department and shift staffing.

Section 2. The City shall have the exclusive right to determine, and modify as it deems necessary, job and shift assignments.

Section 3. Except in unexpected situation(s) or an occurrence(s) that demands immediate attention, the City will notify the bargaining unit employee at least ten (10) working days in advance of any permanent change in an employee's status, e.g., transfer, reassignment, or change in shift, unless otherwise specified in this Agreement. Any bargaining unit employee may voluntarily waive the notice required by this Section. Any such waiver shall be in writing signed by the bargaining unit employee.

ARTICLE 8 - SENIORITY

Section 1. The City and PBA agree that "Rank Seniority" shall consist of continuous accumulated service from the date of hire as, or promotion to, the classification of Police Lieutenant. For "Rank Seniority," any two (2) or more Police Lieutenants hired or promoted on the same day, the governing factor for Rank Seniority shall be the highest numeric of the last two digits in the employee's Social Security number. Rank Seniority shall accumulate during periods of vacation, sick leave, military leave, or other authorized periods of paid absence, provided, however, that seniority shall not accumulate during periods of unpaid leaves of absence for greater than thirty (30) calendar days, except for job injury.

Section 2. In the event that the City determines that a reduction in force is necessary, bargaining unit employees shall be laid off in accordance with applicable City policy.

ARTICLE 9 - PREVAILING RIGHTS

Prevailing rights for bargaining unit employees shall be those contained in this Agreement and those established by applicable law which are not inconsistent with this Agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the PBA representative may adjust grievances while on duty. The PBA agrees not to abuse this privilege. The PBA will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or PBA does not initiate the grievance or appeal decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the PBA representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the PBA knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Police Major or Police Chief designee. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Police Major shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the PBA representative if the employee so wished his/her assistance, may present such grievance to the Chief of Police or his/her designee. The grievance must be presented to the Chief of Police or his/her designee within ten (10) calendar days from the date the Police Major's response was due or received, whichever is earlier in Step 1. The Chief of Police or his/her designee shall meet with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days. The Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the PBA representative if the employee so wishes his/her

assistance shall present a written appeal to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days of the date the Chief of Police's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. 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 any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. 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, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question, which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded

from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the PBA and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the PBA position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the PBA to challenge the handling or resolution of the grievance. When the PBA representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article. Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore

excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 11 - EMPLOYEE LEAVE AND BENEFITS

Section 1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave, pensions, educational assistance, on-the-job injury, and other benefits in accordance with the City's and Police Department's applicable policies and any amendments thereto.

Section 2. In recognition of additional time they may work when on standby as exempt employees, lieutenants shall have the ability to flex their hours in accordance with City policy.

Section 3. Bargaining unit employees shall not be entitled to the general employee cafeteria benefit.

Section 4. Bargaining unit employees shall receive a shoe allowance for the purchase of approved uniform shoes. The cost of the allowance shall not exceed \$100 per fiscal year.

Section 5. Upon resignation or dismissal, bargaining unit employees with more than sixty months of service will be eligible for sick leave payment upon resignation equal to twenty-five percent of that accrued. Failure of a bargaining unit employee to give proper notice of 14 (fourteen) days with his or her resignation will result in the forfeiture of his or her accumulated sick leave. Upon receiving an actual normal pension benefit (not early retirement) or death, sick leave payment will be equal to one hundred percent (100%) of that accrued up to a maximum payment of seven hundred twenty (720) hours.

Section 6. Holiday Benefits

A. The following are recognized as holidays by the PBA Lieutenants:

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

B. Holidays will be paid at the bargaining unit employee's hourly rate of pay in a lump sum payment for a maximum of one hundred (100) hours. The payment will be processed in the September timeframe. Employees who are working light duty or worker's compensation shall not receive lump sum holiday but rather have the day off. Bargaining unit employees who terminate will be paid for all holidays at the rate which it is accrued per day up to their termination date.

ARTICLE 12 - LEGAL DEFENSE AND INDEMNIFICATION

The City shall provide bargaining unit employees legal defense and indemnification as allowed by applicable law.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. The probationary period for new-hire bargaining unit employees will be for the period of one (1) year. New hire probationary periods may be extended up to six (6) additional months (for a total of 18 months) at the discretion of the Chief of Police. Bargaining unit employees who do not satisfactorily complete their new-hire probationary period will be separated from employment without the right to a due process hearing.

Section 2. The probationary period for promoted bargaining unit employees will be for the period of six (6) months. Promotional probationary periods may be extended up to three (3) additional months (for a total of 9 months) at the discretion of the Chief of Police. A bargaining unit employee promoted from the PBA rank-and-file bargaining unit as a Police Sergeant that does not satisfactorily complete their promotional probationary period shall be returned to the position of Police Officer in the PBA rank-and-file bargaining unit if such position is vacant.

Section 3. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

ARTICLE 14 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 8, 10, or 12-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management.

ARTICLE 15 - UNIFORMS

Section 1. Articles of uniform for bargaining unit employees covered by this Agreement will be provided adequate uniforms and equipment to do their job. All issued equipment and uniforms will be worn in compliance with Standard Operating Procedures as set forth by the Chief of Police.

Section 2. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred dollars (\$100.00), and prescription eye wear not to exceed two hundred dollars (\$200.00), if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered.

Section 3. The City will replace articles that are turned in that have become torn, worn, or unserviceable due to normal wear and tear or broken or destroyed through no fault of the bargaining unit employee. Any bargaining unit employee who damages, destroys, or loses any furnished equipment due to negligence will replace the article.

ARTICLE 16 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the PBA with notice of any proposed changes and an opportunity to meet and confer, upon the PBA's request, over said changes. One member from the bargaining unit will be included as a representative of the City's Insurance Task Force Committee and have input into any changes that are being recommended.

ARTICLE 17 - WAGES

Section 1. Effective October 1 of Fiscal Year 2019 and 2020 (the bargaining unit employees have already received their wage increases for Fiscal Year 2018), the City shall provide bargaining unit members with the same across-the-board wage increases as the PBA Rank and File Contract. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Minimum Annual	Maximum Annual
Police Lieutenant	TBD	\$61,089.60	\$97,760.00

Section 2. Effective the first payroll period upon contract ratification, bargaining unit members will receive a salary increase to be brought to the new established pay grade minimum, if currently below the new minimum. Members already over the new established pay grade minimum will receive a salary increase equivalent to the percent of the member being brought to the new salary minimum (2.23%).

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximum of the pay grade. Once the maximum has been reached, the employee will receive a lump sum equivalent to the percent value of the increase. There could be instances where the amount is split between a rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. An internal employee promoted to the rank of Lieutenant shall be brought to the minimum of the pay range or receive a salary increase equivalent to five percent (5%) above their existing base wage, whichever is greater. In the event the internal employee was assigned to the Detective specialty unit as a Sergeant for two years or more and the assignment dates were within thirty-six months prior to the Lieutenant promotion date, their salary will increase by ten percent (10%). Any current Lieutenants of the Bargaining Unit that met this condition at their time of promotion from Sergeant to Lieutenant during the timeframe of this bargaining unit certifying with PERC will receive an adjustment to their salary promotion with the effective date of the contract ratification.

Section 6. Bargaining unit employees assigned to the night shift shall receive a shift differential premium of \$15.00 per week for each week worked during the night shift.

ARTICLE 18 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all police department personnel the Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the PBA.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Police Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any and rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the PBA at least ten (10) days prior to the implementation. The PBA shall be provided an opportunity, upon its request, to meet and confer with the Chief of Police regarding the City's proposed action prior to the effective date of such action.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the employee or the PBA within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be

furnished an electronic copy of said agreement, at no cost to the newly hired employee or the PBA within thirty (30) days of their employment.

ARTICLE 19 - PHYSICAL EXAMINATIONS

Section 1. The PBA and the City agree that bargaining unit employees should be physically fit in order to properly perform their daily duties. Providing that sufficient budget funds are available, the City is willing to adopt standards for fitness, including but not limited to, a program for physical examinations, physical condition standards for individual members. Prior to the implementation of any such program, the Association shall be provided the opportunity to review and discuss the contents of such plan.

Section 2. The City may send a bargaining unit employee to a City-paid fitness-for-duty medical or psychological examination (the scope of said examination shall be determined by the health care practitioner) conducted by a City-selected health care practitioner where it is deemed by management to be in the employee's or the City's best interest. If the bargaining unit employee or the PBA disagree with the health care practitioner's assessment, the employee will be given the opportunity to seek a second opinion. The employee shall bear the cost of the second opinion, which may be paid through the employee's health insurance, if applicable. If the City believes that there is a conflict between the first and second opinion, the City may send the employee for a third, binding opinion, the selection of this doctor will be mutually agreed upon by both the City and the Union, at the City's cost.

ARTICLE 20 - ASSIGNMENT DURING DISABILITY

Section 1. The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment, including to a lower classification, if available, due to temporary health or disability conditions. Under no circumstances shall there be any right or entitlement to such an assignment. If an employee receives a less-strenuous assignment due to a temporary health or disability condition, he/she shall receive his/her normal compensation and fringe benefits; provided competent medical authority has determined that the employee is medically and/or psychologically fit to continue in his/her police officer classification. No position, job, or assignment shall be "created" to accommodate a temporary health or disability problem. All assignments to less- strenuous positions shall involve the performance of productive work necessary for efficient and economical operation of the Department and/or the City.

Section 2. The Police Chief shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. The employee may be assigned to another department, and/or change of shift assignment (without notice). Light duty assignments shall not exceed sixty (60) days in a twelve (12) month period. In the event there is limited light duty work available, preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Police Chief and City Manager in writing.

ARTICLE 21 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

- A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.
- B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.
- C. Provide for confidentiality of testing results.

Section 2. The City will implement a Drug Testing Policy, with the input and approval of the Union, within sixty (60) days of the ratification of this agreement. If a City policy is not agreed to and implemented within the time period described, either party may open this article for renegotiation.

ARTICLE 22 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Police Officers' Retirement Plan (the "Plan").

Section 2. The City and Union agree to maintain the status quo with regard to current retirement benefits and employee contributions, and the use of Chapter 185 premium tax revenues; provided, this article may be opened and renegotiated in conjunction with the PBA Rank and File Contract.

Section 3. If the City's annual required contribution (ARC) increases ten percent (10%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Police Officers' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases to an amount of \$3 million dollars, this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = \$943,228]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

ARTICLE 23 - DURATION

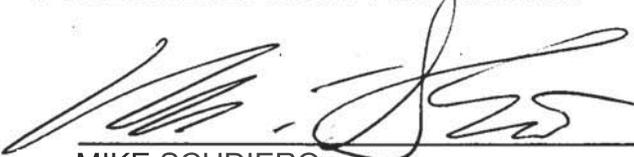
Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30, 2020. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2020 unless agreed to by the parties.

Section 2. If either the City or the PBA desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in Article 21 Drug Testing and Article 22 Pension. Official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the PBA shall commence negotiations.

SIGNATURE PAGE


HENRY U. PARRISH III
MAYOR


MIKE SCUDIERO
EXECUTIVE DIRECTOR


JOHN A. TITKANICH, JR.
CITY MANAGER
FLORIDA


AL BOETTJER
CHIEF NEGOTIATOR
POLICE BENEVOLENT ASSOCIATION

CITY OF COCOA,

04/24/18

DATE SIGNED

April 24, 2018

DATE SIGNED

