



**AGREEMENT**

**BETWEEN**

**CITY OF COCOA, FLORIDA**

**AND**

**COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION**

**(PBA)**

**OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021**

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## **PREAMBLE**

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

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the PBA, to prevent interruption of services, to provide for prompt and peaceful adjustment of differences which may arise and to establish standards of wages, hours and other conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

The City hereby recognizes the Coastal Florida Police Benevolent Association (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. 1580.

## **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 management 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. Fire, demote, suspend or otherwise discipline bargaining unit employees for just cause;
- L. 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;
- M. Lay off and/or relieve employees from duty due to lack of work or lack of funding;
- N. Recall employees in accordance with City policies;
- O. 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;
- P. Formulate and/or amend job descriptions;
- Q. 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;
- R. Create, expand, reduce, alter, combine, assign, or cease any job;
- S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- T. 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;



- U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- V. Contract and subcontract existing and future work;
- W. Maintain the efficiency of the operations of the Department;
- X. 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;
- Y. 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. Any bargaining unit employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City. It is also recognized that discipline for violation of this Article may not be equal among all violators.

Section 3. 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 furnish the PBA with 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. Upon receipt of quarterly requests, the City will provide a complete roster of the bargaining unit, including the name and current base pay with the amount of incentive pay.

Section 3. The City will provide a mail receptacle for each bargaining unit employee for use by the City and the PBA to distribute mail and other communications.

Section 4. Two (2) member(s) of the PBA consisting of the bargaining representative(s) or his or her designee on the negotiating team shall be allowed time off with pay to attend negotiation sessions during the representative's regular work hours. No pay, straight or overtime, will be authorized for time spent in negotiations beyond regular work hours.

Section 5. Negotiation sessions shall be set by mutual agreement of the City and the PBA.

Section 6. Time Pool. The PBA shall provide the Chief of Police and keep a current list of all PBA representatives. No more than two (2) Bargaining Unit members in any one (1) instance may be granted time off by the Chief of Police or his/her designee to attend PBA business without loss of straight time pay or benefits by using time pool, provided:

A) A written request for PBA TIME POOL is submitted to the employee's supervisor in advance of time off. It is further provided that at least one (1) week notice

must be given in order to use pool time to attend annual meetings. The Voluntary Annual Time Pool Donation/Time Pool Usage Forms (Exhibits A & B) will serve as the request and approval form.

B) The Chief of Police shall have the right to restrict the number of persons off for PBA TIME POOL time to a single individual when an emergency condition exists or manpower on shift is such that time off work would create a clear and present danger to public safety. The provision authorizes the Chief of Police not only to refuse PBA TIME POOL time, but to revoke previously authorized time off for PBA business, except for a single individual, when an emergency condition exists and/or such time off from regular assignments would create a clear and present danger to public safety.

C) PBA TIME POOL time does not count as hours worked for purposes of overtime. It shall be the PBA's responsibility to supply to the City a PBA TIME POOL Authorization form which included the name of the employee and the hours of Comp/Vacation time donated by the PBA TIME POOL. The form must be signed by the Bargaining Unit member donating the time. Time donations may be made each April 1st and October 1st and shall be in increments of not less than two (2) hours, nor more than forty-eight (48) hours. At least two (2) hours of Time Pool donations by dues paying Bargaining Unit members are voluntarily requested for start up. Additional Time Pool donations shall be considered voluntary donations. Time Pool hours may be drawn upon at the discretion of the PBA in increments of at least one (1) hour. Employees covered by this Agreement who are in their initial probationary period shall not be eligible to contribute to this PBA TIME POOL. The maximum number of hours which may be accumulated in the pool under this Article is 600 hours per year.

Charges against the PBA TIME POOL shall only be made when approved by the PBA Bargaining Unit Representative or his/her designee. If the PBA TIME POOL shall become depleted, anyone engaging in PBA activities during working hours shall do so without pay, unless otherwise provided in this Agreement.

A record of all time donated and drawn against the above pool shall be kept by the Police Department and the PBA. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against suits instituted against the City on account of the City complying with any of the provisions of this Article.

A PBA Representative shall be granted TIME POOL hours to attend public hearings and/or resolution of impasse hearings before the City Council and Coastal Florida Police Benevolent Association Board of Director's meetings.

No more than two (2) on-duty PBA Representative(s) shall be allowed to be present at the collective bargaining sessions using time pool time.

All contributions to the PBA TIME POOL are final. PBA time pool hours not expended during the year will be carried over into the time pool beginning the next October 1st of each year, and the maximum accumulation or expenditure of 400 hours per year cannot be exceeded.

Section 7. The Union shall notify the Police Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Chief, in writing, of any change. No Union official will be recognized by the City unless the Chief receives written notification from the Union of his/her designation.

## **ARTICLE 7**

### **PROMOTIONS**

Section 1. The purpose of this Article is to establish a fair and equitable procedure to select the most qualified individuals for promotion.

Section 2. Any police officer with a minimum of three (3) years sworn Florida law enforcement experience, and at least two (2) continuous years sworn experience in the City of Cocoa Police Department, and an Associates' Degree, preferably in Police Science, Criminal Justice, or related subject area which the Police Chief deems appropriate; or five (5) years of sworn law enforcement experience, two (2) in the City of Cocoa, with the Police Department, but who does not possess the required Associates' Degree by the end of probation, may be promoted on the condition that he/she attain the required Associates' Degree within four years of the promotion. Degrees must be attained from an accredited program approved by the U.S. Department of Education and/or the Florida Department of Law Enforcement. Failure to attain the required degree within the time allotted will result in the employee returning to his/her previous rank. An extension may be granted for attaining the required degree, upon written request from the officer and based on hardship, at the discretion of the Chief of Police. A hardship is defined as an unforeseeable emergency or financial situation resulting from an illness, injury, lack of financial resources, or related situation. The extension of the degree requirement may not exceed six months.

Section 3. Promotional examinations shall be announced and scheduled at least sixty (60) days prior to the actual examination date.

Section 4. At the time of announcement and scheduling of a promotional examination, the Department shall announce the date and place of the examination; the method by which examination scores will be determined; cut off scores (if any) for various sections of the examination; type of examination (written test); eligibility requirements (i.e., other than those set forth in this Article); sources (other than practical experience) from which examination questions may be drawn; and reference material and/or study guides which will assist applicants in preparing for the examination.

Section 5. Sergeant's Examination: Before appearing in front of the Promotional Advisory Board all eligible candidates for promotion shall take a written examination to be determined by management, covering, at least, the following subject areas:

1. Cocoa Police Rules and Regulations.
2. The Dade County, or comparable Handbook.
3. The area of supervision.
4. Any other job-related subject matter posted sixty (60) days prior to the examination.

The City shall make available to the candidates for review prior to the examination any material(s) or book(s) to be used.

Section 6. The following points will be added as follows:

Years of Service	Points
3 to 5	1
6 to 9	2
10 years and above	3

The candidates shall also provide documentation proving educational achievements, and be awarded additional points by the Review Board on the following for formal college education at accredited institutions:

Education	Points
Associate's Degree (AA or AS)	1
Bachelor's Degree (BA or BS)	2
Master's Degree (MA or MS)	3

Section 7. An uncurved score of seventy-five percent (75%) on a 100 point scale will be necessary to pass the written test. In the event no candidate for promotion passes a Sergeant's examination, the City shall schedule a second Sergeant's examination within thirty (30) days of

the date in which the scores of the first examination are received. Eligibility to sit for the retest shall be computed in the same manner as the original examination. In the event no candidate passes the retest, the Chief of Police may appoint an Acting Sergeant.

Section 8. The points from candidates' tests, the points awarded for experience, and the points awarded for education shall be added together to form the total points for each candidate. The names of the candidates with passing scores in both the written shall be forwarded to the Chief of Police for his or her selection for promotion.

Section 9. The list will remain in effect for twelve (12) months from the date the list is published. In the event the list is depleted down to one candidate, the Chief of Police has the option of announcing and scheduling a promotional exam as stated in this Article. If the list is depleted within twelve (12) months, the City may postpone the next promotional exam until a vacancy is eminent, or until the twelve (12) months has passed, then announce for a promotional examination as stated in this Article.

Section 10. The promotional probationary period for Sergeants shall be for twelve (12) months and shall be extended, not to exceed six (6) months when the probationary is incapacitated because of illness or injury, or based upon performance deficiencies.

Section 11. No employee shall be eligible to take a promotional examination unless he/she has been ranked "average" or higher on his/her last two (2) performance evaluations. No employee shall be eligible to take a promotional examination if he/she has received more than two (2) written reprimands or any disciplinary suspensions accompanying a written reprimand within twelve (12) months prior to the announcement of a promotional examination or through the date of selection by the Chief of Police for the position. If the bargaining unit employee has filed a grievance concerning any disciplinary action immediately prior to a promotional examination, the bargaining unit employee shall be allowed to take the examination. If the grievance is resolved in the



employee's favor, the employee shall continue through the process as though no discipline was imposed. No employee shall be eligible to take a promotional examination if he/she has not passed any required physical abilities test prior to the announcement of a promotional examination. Employees must send an email to the Chief of Police, or designee, to indicate their intent to take a promotional examination within ten (10) days of the announcement of the promotional examination. Failure to submit within this timeframe shall result in disqualification. For the purpose of this Article, the date of announcement of promotional examination shall be the date it is emailed to the Police Department.

Section 12. If a valid eligibility list exists, a promotional vacancy will be filled within sixty (60) days unless the Police Chief and the City determines that budgetary considerations warrant further postponement or the position is to be deleted.

Section 13. This Article shall not apply to promotions above the rank of Sergeant.

## **ARTICLE 8**

### **ASSIGNMENTS AND TRANSFERS**

Section 1. 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. Before being assigned or transferred to a special unit, the Officer/Sergeant must have successfully completed one (1) year of service with the City and be off of probation.

Section 2. Upon approval by the Shift Lieutenant, voluntary shift exchanges may be arranged by bargaining unit employees. All parties to the shift exchange must sign the application for the shift exchange. The City shall have the right to disapprove any shift exchange if the exchange would necessitate the payment of overtime to any bargaining unit employee, including the

applicants, or would require any bargaining unit employee, including the applicants, to work out of classification.

Section 3. Any bargaining unit employee may voluntarily waive the notice required by Section 1.

Section 4. The prior practice of semi-annual bidding on patrol shifts shall be continued for the life of this Agreement.

Section 5. Assignment to Detective, Agent, or Corporal shall be done in accordance with Assignments and Transfers General Order (0510). These assignments will be announced by Departmental email as an internal posting with the criteria established by Departmental policy.

Section 6. To be eligible to apply, the employee must have successfully completed his/her initial probationary period and have at least one (1) year of prior police officer experience. Those wishing to apply for the assignment shall have ten (10) calendar days to submit the required package to the Chief of Police, or his designee. All assignments will be at the discretion of the Chief of Police. No employee shall be eligible for assignment to Detective or for the rank of Corporal if he/she has received more than two (2) written reprimands or any disciplinary suspensions within the twelve (12) months prior to the date of selection by the Chief of Police. However, any incident involving Officer misconduct in the preceding twelve (12) months should preclude the Officer for being eligible for assignment to Corporal.

Section 7. All assignments will be subject to a six (6) month probationary period. For the first two (2) years of the assignment, a bargaining unit employee who has successfully completed his/her assignment probation may only be removed from the assignment if:

1. Promoted
2. Terminated
3. Voluntary Reassignment

#### 4. Disciplinary/Performance Reasons

Thereafter, a bargaining unit employee may be removed from the assignment at the discretion of the Chief of Police.

The removal of a bargaining unit employee from the assignment may be grieved, during the initial two (2) year period, but is not subject to arbitration.

Section 8. In times of exceptional need, Detectives may be temporarily reassigned, for no more than two (2) weeks, to the Patrol Division.

Section 9. The Chief of Police may, at his/her discretion, establish a lead Communications Officer assignment. The duties of said assignment shall be determined by the Chief of Police.

Section 10. The Chief of Police may, at his/her discretion, establish a Corporals assignment. The rank of Corporal is a field supervisor position, as well as a training ground for new leaders to develop and hone their skills and abilities. To be eligible for assignment to the rank of Corporal, the bargaining unit employee must have a minimum of three (3) years sworn Florida law enforcement experience, and at least two (2) continuous years of sworn experience in the City of Cocoa Police Department.

Eligibility for assignment to the rank of Corporal shall be based on performance and a recommendation from their Sergeant, with concurrence by the Lieutenant that is over the Officer's shift. Seniority among the personnel assigned to the rank of Corporal, at the inception of the program, will be determined by hire date. Thereafter, seniority will be determined by tenure in the position. Bargaining Unit Employees assigned to the rank of Corporal shall bid for shifts as established within the current Collective Bargaining Agreement in the same fashion as Sergeants (one Corporal per patrol shift).

## **ARTICLE 9**

### **PERSONNEL RECORDS**

Section 1. The name, home address, and telephone number of the bargaining unit employees covered by this collective bargaining agreement shall not be disclosed, as provided by State Statute.

Section 2. Any bargaining unit employee covered by this collective bargaining agreement shall have the right to inspect the City's personnel records regarding said bargaining unit employee, regardless of where the same may be kept. No such records may be withheld from the bargaining unit employee, and the employee shall have the right to request copies of such records.

Section 3. Upon request, and prior to being interviewed, a bargaining unit employee under investigation shall receive a copy of the I.A. investigation and any and all documents that pertain to said investigation, including any video and voice recordings as well as any transcripts. This shall be at no cost to the employee.

Section 4. If a bargaining unit employee covered by this collective bargaining agreement believes information in the employee's personnel records is derogatory, that bargaining unit employee shall have the right to place written documents in his or her personnel records in refutation of the alleged derogatory information.

Section 5. The City agrees that adverse or derogatory material will not be placed in a bargaining unit employee's personnel file unless a copy has been provided to the employee.

Section 6. The City shall notify the bargaining unit member whenever an individual outside the Police Department or City Administration/Human Resources Division requests to see/review a bargaining member's personnel records, unless such request is made by a law enforcement or administrative agency which desires that the request remain confidential.

## **ARTICLE 10**

### **SENIORITY**

Section 1. The City and PBA agree that seniority shall consist of:

- A. Continuous accumulated service from the date of hire in the bargaining unit, which shall be called “Employment Seniority”.
- B. Continuous accumulated service in the Assignment of Detective or Vice Agent and rank of Police Officer and Sergeant in which serving, which shall be called “Rank/Assignment Seniority”.

Seniority shall be computed from the date of employment within the bargaining unit for purposes of “Employment Seniority” and from the date of appointment for purposes of “Rank Seniority”.

For “Employment Seniority” and “Rank Seniority” any two (2) or more bargaining unit employees promoted or hired on the same day, the governing factor for seniority shall be the highest numeric of the last two digits in the employee’s Social Security number. 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. Assignments to specialized units or positions and transfers will be made at the discretion of the Police Chief. If the Chief determines that the skills and abilities of the employees being considered for an assignment to a specialized unit or position are substantially equal, the Chief may, in his or her discretion, consider the employee’s length of continuous service within his/her job classification and/or the Department.

Section 3. In the event the City determines that there is a need to lay off employees covered hereunder, the following procedures shall be followed:

- A. The City shall determine the number and classifications of employees to be laid off.

- B. DROP participants shall be laid off first, before all other employees.
- C. Probationary employees shall be laid off before permanent full-time employees.
- D. Bargaining unit employees having the least seniority shall be laid off first. Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to “bump” or roll back members of the bargaining unit in lower classifications and possessing less seniority.
- E. Employees on layoff shall be eligible for recall in accordance with the following:
  - 1. Eligibility for recall shall be for one (1) year from the date of layoff.
  - 2. Recall shall be in the reverse order of layoff.
  - 3. Employees shall be eligible for recall only if they have maintained current police certification.
- F.. No new employee shall be hired in a bargaining unit job classification until all employees on layoff in that job classification and eligible for recall under the conditions set forth in Section 3 above have been given an opportunity to return to work.

Section 4. Bargaining unit employees will be notified by registered mail sent to their last known address and shall be given ten (10) calendar days to return to work. If a bargaining unit employee does not return or notify the City, the employee will be considered to have voluntarily terminated.

Section 5. An employee shall lose his or her status as an employee and seniority shall be broken if the employee:

- A. Terminates voluntarily.
- B. Is discharged or terminated.
- C. Is on leave of absence in excess of six (6) months.

- D. Is on layoff status and has not been recalled in one six (6) months.
- E. Retires.
- F. Dies.
- G. Fails to return from approved leave of absence or workers' compensation disability,  
at the expiration date of such approved leave or disability.
- H. Fails to return from military leave when scheduled.
- I. Fails to return from family medical leave.

Section 6. No employee shall be entitled to City benefits (or accrual of such benefits) while on layoff status.

## **ARTICLE 11**

### **PREVAILING RIGHTS**

Section 1. All rights, privileges, and working conditions enjoyed by members of the bargaining unit at the present time, that are not inconsistent with the provisions of this Agreement, are included in this Agreement and shall remain in full force and effect unless changed by mutual consent, or as otherwise allowed by this Agreement.

Section 2. The parties recognize that the City's Employee Handbook which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement, applicable City Employee Handbook or SOP's and any changes thereto.

Section 3. Prior to any change in current policy, the Union shall have thirty (30) days to review and comment on any changes.

Section 4. The Employee Handbook, as submitted to Union representatives and to the City Council on February 12, 2008 and updated on July 12, 2011 has been accepted in its entirety.

## ARTICLE 12

### **INTERNAL INVESTIGATION**

#### **A. Rights of Sworn Bargaining Unit Personnel While Under Investigation**

Section 1. The City shall comply with the Police Officer's Bill of Rights, Florida Statutes 112 whenever a police officer is under internal investigation and discipline may be given.

Section 2. The request by a bargaining unit employee under investigation for legal counsel or P.B.A. representation for an interrogation shall not cause a delay of the interrogation in excess of fourteen (14) calendar days, unless mutually agreed to by both parties.

#### **B. Rights of Non-Sworn Bargaining Unit Personnel While Under Investigation**

Section 1. Nothing herein requires that the City conduct a formal investigation prior to initiating disciplinary action against a non-sworn bargaining unit employee. Moreover, nothing herein precludes the City from informally questioning non-sworn bargaining unit employees regarding incidents related to, or observed during, the performance of their job duties. At any time a bargaining unit employee can ask for a union representative.

Section 2. Should the City decide to conduct a formal interrogation of a non-sworn bargaining unit member regarding a matter which may lead to suspension, demotion, or dismissal, the following shall apply:

- a. The interrogation shall be conducted during the employee's normal working hours, unless the seriousness of the interrogation is such a nature that immediate action is required.
- b. The employee will be informed of the general nature of the allegations against him/her and be provided a copy of the complaint if one exists.
- c. The employee shall be allowed to take breaks during the interrogation as are reasonably necessary.



- d. The employee may have counsel or a PBA representative present during the interrogation. The request for counsel or PBA representation shall not cause a delay of the interrogation in excess of fourteen (14) calendar days, unless mutually agreed to by both parties.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

Section 1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings 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. Abuse of this privilege will subject the representative to disciplinary action.

Section 5. 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 a 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 6. 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. Discharge grievances may be initiated at Step 3 within ten (10) calendar days from the date of discharge.

STEP 1: Within ten (10) calendar days of the date the employee or the PBA knew of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Police Lieutenant Watch Commander or Division Manager. 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 Lieutenant Watch Commander or Division Manager 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 Division Commander'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.

#### ARBITRATION:

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.

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. It should be noted that 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.

The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the FMCS. 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 Circuit Court review of whether the arbitrator complied with the substantive and/or procedural requirements of this Article.

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.

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.

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.

## **ARTICLE 14**

### **DISCIPLINARY ACTION**

Section 1. Employees shall be demoted, suspended, dismissed, or otherwise disciplined for just cause in accordance with City and Departmental policies and procedures. Any such demotion, suspension, dismissal, or other disciplinary action shall be subject to the grievance/arbitration procedure set forth in this Agreement. Probationary police officers, however, shall not be permitted to utilize the grievance/arbitration procedure to contest dismissal.

Section 2. The City shall comply with the procedures set forth in Florida Statutes Chapter 112 (Law Enforcement Officers Bill of Rights) whenever an officer is under internal investigation.

Section 3. All disciplinary actions shall require written documentation. Written notification of the discipline/action to be imposed will be given to the employee no later than sixty (60) days after the closure of the investigation.

Section 4. Nothing herein shall require any specific number of disciplinary actions to terminate an employee for a first or second disciplinary offense where such offense is considered a termination offense under City or Departmental rules or where such offense has resulted in termination of any City or Departmental employee prior to the effective date of this Agreement. Disciplinary actions of written reprimand and below shall not be considered for purposes of progressive discipline after two (2) working years from the date of the disciplinary action, unless the employee commits another offense resulting in disciplinary action during the two (2) working years from the date of the disciplinary action, whereupon the two (2) working year period shall begin anew.

## **ARTICLE 15**

### **LEAVE OF ABSENCE**

Section 1. The City agrees that unpaid leave of absence for a period of up to thirty (30) days may be granted by the Chief of Police with the approval of the City Manager. Such leaves may be renewed or extended with the approval of the Chief of Police and the City Manager.

Section 2. The City agrees that any bargaining unit employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered under provisions of the U.S. Military or Naval regulations or engage in field exercises or other training, shall be granted leave without loss of seniority or fringe benefits while in active duty, field

exercise, or training. A bargaining unit employee shall be granted paid leave consistent with applicable law.

Section 3. A copy of military orders for training must be submitted prior to leave being approved.

## **ARTICLE 16**

### **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"), except as provided below. All changes to the existing Plan will take effect upon ordinance No. 8-2018 effective date, as agreed to in MOU signed August 27, 2018.

Section 2. Normal retirement will be the earlier of age 50 with 10 years of credited service or 25 years of credited service, and separation from employment.

Section 3. Effective on October 27, 2015, compensation for pension purposes shall be base pay including state funded incentives and holiday pay, but excluding overtime pay in excess of one hundred fifty (150) hours per fiscal year; special detail pay, all other forms of pay; and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on June 7, 2013, in an amount equal to the leave hours leave accrued on the June 7, 2013 or the amount paid out upon termination of employment, whichever is less.

Section 4. The parties agree that all funds in the excess state monies reserve (\$317,551 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 185, Florida Statutes shall be applied to reduce the City's annual required contribution to the Plan. The parties agree that the City will establish a defined contribution plan (share plan) as a

component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded at this time. At such time, the parties will negotiate the details of the share plan.

Section 5. Effective on and after the effective date, 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 17**

### **WORKING OUT OF CLASSIFICATION**

Section 1. Any Police Officer required to work over forty (40) hours as a Sergeant shall receive the starting pay for that classification or a minimum of five percent (5%) above his or her base rate of pay, whichever is greater, beginning on the first day.

## **ARTICLE 18**

### **LEGAL DEFENSE AND INDEMNIFICATION**

Section 1. The City agrees, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his or her actions and/or omissions occurring in the course and scope of his or her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions. The PBA shall fully cooperate in such defense, when applicable to a dues paying bargaining unit member.

Section 2. The City agrees to indemnify, through its liability insurance, a bargaining unit employee for judgments levied against the employee as a result of the bargaining unit employee's action while acting in the scope of his or her employment; provided, however, that the



City shall have no obligation to defend or indemnify a bargaining unit employee where such employee's actions were outside the course and scope of his or her employment, or were committed in bad faith, or were committed with malicious purpose, or were committed in a manner exhibiting wanton and willful disregard for human safety or property.

Section 3. If the City and a bargaining unit employee are co-defendants in the same civil action, such action shall not be settled by the City unless prior to such settlement the City advises the bargaining unit employee of the settlement.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

Section 1. When a death occurs in the immediate family of a bargaining unit employee, that employee shall be granted up to three (3) consecutive work days off without loss of pay or benefits for attendance at the funeral. If travel outside the state is required for attendance at the funeral, up to two (2) more days may be granted. The bargaining unit employee shall be paid for scheduled work days only, not to exceed five (5) total consecutive work days. Should additional time off be necessary, the bargaining unit employee may be permitted to utilize accumulated sick leave subject to the regular procedural requirements for the use of such leave.

Section 2. Bereavement leave will not be allowed if the bargaining unit employee was on sick leave. If on vacation at the time of death, up to three (3) days of vacation may be restored.

Section 3. Immediate family as cited above shall be defined in accordance with the City's bereavement policy. Upon request, the City may require the bargaining unit employee to furnish proof of death in order to receive bereavement leave pay.

## ARTICLE 20

### EDUCATION ASSISTANCE

Section 1. The City agrees to establish a tuition refund for bargaining unit members in an effort to encourage the educational level of its law enforcement personnel. Said program shall be based on the following principles:

1. The bargaining unit employee must present a College Counselor approved academic Associate's or Bachelor's degree program approved by the City.
2. The level of degree program for reimbursement must be higher than the member's current education level and related to their current job function or another position within the City of Cocoa.
3. The bargaining unit employee must be registered in a nationally accredited institution in a career related course program.
4. The bargaining unit employee must take the course for a grade, i.e., no course can be taken "pass/fail," unless it is related to obtaining an approved academic degree.
5. In order to obtain financial reimbursement for tuition, the bargaining unit employee must have (a) received prior approval by the City to pursue an academic degree, and (b) successfully complete the course with a grade of "C" or better. Tuition reimbursement shall be on a percentage basis, as follows:

<u>Grade</u>	<u>Reimbursement</u>
A or B	50%
C	25%
D or lower	0%

In no case will tuition reimbursement exceed two (2) courses per academic period.

6. The Chief of Police agrees to make a conscientious effort to arrange shifts so as not to

prohibit bargaining unit employees from pursuing their desired education. Should denial of course approval take place, the bargaining unit member must show that the course(s) requested was/were required to complete the member's degree and were not offered at any other time of day or at any other approved institution, in order to be considered for an educational waiver for a promotional examination.

7. Tuition reimbursement will be limited to the tuition rate charged by University of Central Florida. Reimbursement is dependent upon sufficient funds being budgeted by the City for such purposes.
8. Employees are eligible to receive reimbursement only for courses that are not reimbursed by other agencies (i.e. Veteran's Admin.,) or scholarships/grants (i.e. Professional organizations or PBA).

## **ARTICLE 21**

### **PROBATIONARY PERIOD - NEW HIRES**

Section 1. Probationary period for new Police Officers and new Communication Officers will be for the period of one (1) year starting after successful completion of F.T.E.P. (Field Training Evaluation Program). New hire probationary periods may be extended up to six (6) additional months (for a total of 18 months after successful completion of F.T.E.P.) at the discretion of the Chief of Police. In the event of a leave of absence, the probationary period will be temporarily suspended during the absence. Upon returning from the leave of absence, the probationary period will be resumed and continued.

Section 2. Probationary periods are intended to allow time for proper evaluation and training of new employees. If dismissed during probationary period, a bargaining unit member has no recourse to grievance and arbitration procedures.

## **ARTICLE 22**

### **HOURS OF WORK AND OVERTIME**

Section 1. The City shall establish a workweek of seven (7) days, with a normal workweek consisting of forty (40) hours. The City shall provide the PBA at least ten (10) days notice prior to any change in the existing work schedule. Payment for overtime will be compensated at one-and-one-half (1-1/2) times the employee's regular rate for overtime worked in excess of forty (40) hours per week except for mutually agreed upon exceptions. Compensation for overtime will normally be made during the same pay period the overtime was worked, unless there is a question regarding whether the overtime should be paid.

Section 2. Off-duty court time will be considered as time worked when it is job-related and arises within the scope and course of employment. Minimum appearance time for pay purposes shall be two (2) hours. When an officer is placed on standby for court time by the State Attorney's Office, it shall not be considered as time worked when the officer is only required to be available on telephonic notice and is not required to be available at the courthouse.

Section 3. In order for court time to be considered for pay purposes, it must be documented as hours worked on the time sheet. If overtime hours are occurred, Form CPD-5 must be submitted by the employee with the proper validation by an officer of the court. Forms must be submitted to the Chief of Police or his or her designee within five (5) days of overtime is deemed waived.

Section 4. Overtime will be distributed as follows:

1. If there is at least twenty-four (24) hours advanced posting for the effected shift , it will be signed up for by seniority. The posted shift or detail will be awarded to the most senior Officer or Communications Officer willing to work the entire length of the posted shift and may not be split with another Officer. The

Department will make its best efforts to post the notice as early as possible. No bumping shall be allowed within twenty-four (24) hours of the reporting time for the effected shift or detail.

2. For sworn positions and Communications Officers, if there is less than twenty-four (24) hours advanced posting for the affected shift, the overtime will be awarded to the first sworn member responding to an authorized supervisor's overtime announcement through electronic communication. If no response is made for sworn positions, or for communications officers, the shift supervisor will request a volunteer from the shift then on-duty, starting with the senior officer. If all officers on the shift turn down the overtime, the overtime will be worked by the least senior officer on the shift. If the least senior officer worked the shift before because of overtime, the next least senior officer will work the shift. The least senior officer on the shift may choose to work the entire eight (8) hours of overtime or split the shift in a four (4) hour block with the oncoming shift offered by seniority. The officer forced to work the overtime may have another officer work the overtime for him, but it will be the working officer's responsibility to contact that officer. The City will fill the unexpected overtime to the best of its ability, adhering to the above procedure, as quickly and fairly as possible.

Section 5. In calculating overtime pay, only actual hours worked, bereavement, short-term military leave, and vacation will be considered as time worked.

Section 6. A bargaining unit employee may elect to accept compensatory time in lieu of overtime. The request shall be in writing for compensatory time at the rate of time-and-one-half (1-1/2) for each hour worked in lieu of monetary payment. Bargaining unit employees may

accrue up to eighty (80) hours total of compensatory time within a fiscal year which may be used for time off as workloads permit. Employees may carry over compensatory balances from fiscal year to fiscal year up to a maximum of eighty (80) hours. Upon separation of employment, the employee will be paid for any unused compensatory time. Section 7. An employee who is required to be on standby, other than active members of the Special Weapons and Tactics (“SWAT”) and the Crisis Negotiations Unit (“CNU”) will be entitled to two (2) hours off his or her work schedule during that following workweek, if manpower permits in management’s discretion. If the employee is unable to take time off during that following week, the time will be posted as standby time, to be paid at straight time. The maximum accrual balance of standby time shall not exceed eighty (80) hours.

Section 8. Special Detail Assignments: Special Details shall be considered those details where private persons or businesses request police personnel over and above those activities required by the City of Cocoa or the Police Department and shall be authorized by the Chief of Police or his/her designee. Special details will be a minimum of two hours. Special details will be authorized on a first come, first serve basis. All postings shall be emailed to sworn personnel through the departmental email system and posted on the departmental network drive. Personnel shall be permitted to select more than one detail to be worked on the same day, subject to the approval of management.

Section 9. Employees will be paid based on a pay period established by the City.

Section 10. The hourly rate is determined by dividing the annual salary by 2080 hours. The supplements, if any, in Article 28.5 and 28.6 are added to determine the regular rate for overtime purposes.

Section 11. Off-duty bargaining unit employees who are called in for duty for reasons other than their failure to properly complete assigned duties shall be paid for all hours worked with a minimum of two (2) hours of straight-time pay regardless of a lesser number of hours actually worked. This provision shall not apply to employees required to hold after the completion of a shift.

## **ARTICLE 23**

### **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 fifty dollars (\$250.00), 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.

Section 4. The detective bureau employees, either plain clothes or detectives, shall receive an annual clothing allowance, in the sum of seven hundred fifty dollars (\$750.00), to be

paid bi-annually. Newly assigned detectives shall receive a prorated bi-annual allowance upon assignment to position.

Section 5. Police Officers shall receive a shoe allowance for the purchase of approved uniform shoes. The cost of the allowance shall not exceed \$125 per fiscal year.

## **ARTICLE 24**

### **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. PBA will be allowed to have representation on any health insurance review committee and have input into any changes that are being recommended.

## **ARTICLE 25**

### **SICK LEAVE**

Section 1. Bargaining unit employees covered by this Agreement may accrue eight (8) hours of sick leave for each full month of service provided they were paid at least one-half of the month.

Section 2. Sick leave may be taken only for the following reasons: during a genuine illness of the bargaining unit employee; for the serious illness of spouse, children or employee's parents, or maternity leave/birth or adoption of a child, in accordance with the Family Medical Leave Act.

Section 3. A bargaining unit employee requesting to use sick leave shall notify dispatch at least two (2) hours prior to, or as soon as practical before, the scheduled reporting time.



All requests must include the type of illness, employee's location, and telephone number. All requests for sick leave may be investigated by the commanding officer.

Section 4. Both the City and the PBA find abuse of sick leave unacceptable. Where it can be determined such abuse has occurred, the City will engage in progressive discipline. Sick leave used in conjunction with days off, or recurring on the same day of the week, may constitute evidence of sick leave abuse. This program is directed at absences of one (1) and two (2) days at a time. It is not intended for documented serious illness or surgery.

Section 5. A physician's medical excuse may be required for leave of absences of three (3) consecutive days or more, or there is a reasonable belief that the employee has abused sick leave.

Section 6. Upon resignation, bargaining unit employees with more than sixty months of service will be eligible for sick leave payment upon resignation equal to twenty-five percent (25%) 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. A bargaining unit employee discharged for cause will not be paid sick leave.

## **ARTICLE 26**

### **HOLIDAYS**

Section 1. The following are recognized as holidays by the City of Cocoa PBA bargaining unit employees:

New Year's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve

Christmas Day

Employee's Birthday

Section 2. 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 a modified shift for purposes of light duty or workers' compensation or in an unpaid leave status shall not receive lump sum holiday but rather have the day off. In such cases, the employee's holiday pay will be prorated to reflect the hours in an active shift status (i.e., seven (7) holidays observed, seventy (70) hours paid). Those on modified shift and not scheduled to work the holiday will receive holiday pay in their paycheck for that week for the amount of hours scheduled (normally an eight hour shift).

Section 3. The bargaining unit employee's birthday will be observed as a day off. The bargaining unit employee will provide written notice to the supervisor ten (10) days in advance of the birth date. The City shall respond within three (3) days. The day must be taken within the month the birthday falls unless the request is refused by management. Birthday holidays are for purposes of time off and therefore not reimbursable as a City holiday.

Section 4. 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 27**

### **VACATION**

Section 1. Bargaining unit employees covered by this Agreement are eligible for vacation with pay if they have been in continuous employment with the City in accordance with the following schedule:

YEARS OF SERVICE	NUMBER OF HOURS
1 - 3	80
4 - 9	120
10 - 14	144
15 and above	176

Section 2. Vacation accrues monthly upon hire but may not be taken until after six (6) months of employment. Vacation leave shall not accrue if an employee is in a non-pay status for over thirty (30) calendar days.

Section 3. Pre-approved vacation shall not be canceled solely for the purpose of avoiding overtime. Vacation may be used as notice of termination, with the approval of the Police Chief. Vacation requests may be submitted in one of two ways:

- (a) Annually, after shift assignments are made in December, employees may request, on or before January 15, vacation for the calendar year on a seniority first basis and departmental need basis. Requests will be approved/denied (with reason) on or before January 31, but not before January 15. Pre-approved vacation will not be changed, except in exigent circumstances or due to promotions, due to a voluntary change of shift or assignment.
- (b) At least one (1) week in advance shall be approved or disapproved within forty-eight (48) hours.

All approved vacation requests shall be posted on the Police Department work schedule.

Section 4. Not more than two hundred eighty (280) hours or two (2) years of vacation accruals will be carried over to the next calendar year, whichever is greater. Employees should take the amount of vacation they earn annually. Upon resignation or termination, employees will not be paid out for more than two years of vacation accruals. In the event a bargaining unit employee's death occurs during the term of this Agreement, his or her accrued vacation, if any, shall be paid to the employee's beneficiary or estate in the payout rate defined for a resignation.

## **ARTICLE 28**

### **WAGES**

Section 1. Effective October 1 of Fiscal Year 2019, 2020, and 2021, the City shall provide bargaining unit members with a three percent (3%) wage increase. 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:

<b>Classification</b>	<b>Grade</b>	<b>Minimum Hrly/Annual</b>	<b>Maximum Hrly/Annual</b>
Dispatch/Communications Officer	PU6	\$14.90/\$30,992.00	\$24.52/\$51,001.60
Police Officer	PU9	\$18.75/\$39,000.00	\$29.33/\$61,006.60
Police Sergeant	PU12	\$25.00/\$52,000.00	\$38.74/\$80,579.20

Section 2. For fiscal year 2019, bargaining unit members will be brought to the new pay grade minimum or receive a three percent (3.0%) wage increase, whichever is greater.

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 maximums for their pay grade. Once the maximum has been reached, the employee will receive a lump sum payment. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Police Officers, Sergeants, and Dispatchers assigned to evening, evening relief, and midnight relief, and midnight shifts shall receive a shift differential premium as follows for each hour worked:

Evening	\$.25 per hour
Evening Relief/Midnight Relief	\$.25 per hour
Midnight	\$.50 per hour

Section 6. Bargaining unit employees assigned as follows shall receive the incentive pay noted below, per hour, in addition to their base pay while so assigned:

<u>Assignment</u>	<u>Incentive Pay</u>
Canine Officer	\$.25 per hour
Traffic Homicide	\$.25 per hour
Motor Unit	\$.25 per hour
Comms./Dispatch Training Officer	5% when training
Field Training Officer	5% when training
Detective/Vice/Plainclothes	5%
Special Weapons and Tactics	\$.50 per hour
Crisis Negotiations Unit	\$.50 per hour
School Resource Officer	\$.50 per hour
Community Resource Unit	\$.50 per hour

Lead Dispatcher	5%
Corporal Assignment	5%

Section 7. An internal employee promoted to the rank of Sergeant shall be brought to the minimum of the pay range or received 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 a detective specialty unit or held the rank of Corporal for two years or more and the assignment dates were within the last thirty-six months prior to the Sergeants promotion date, their salary will increase by ten percent (10%).

## **ARTICLE 29**

### **RULES AND REGULATIONS**

Section 1. The City shall make available electronically to all police department personnel the Departmental policies and procedures, Criminal Investigations Division (C.I.D.) Manual, 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 an new or amended rule, regulation policy, procedure, or practice to the PBA at least thirty (30) 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 30**

### **LIABILITY/ACCIDENT**

Section 1. Because bargaining unit members must devote a considerable amount of attention to their assigned mission, bargaining unit members will not be required to pay for damages to City vehicles involved in automobile accidents unless it is established that the damages were caused by the bargaining unit employee's negligence or wanton and willful misconduct. The City shall provide liability insurance which will cover a sworn Officer in the performance of his or her lawful police duties.

Section 2. The Chief of Police shall appoint a three (3) member advisory accident review board comprised of one (1) Patrol Officer, one (1) Sergeant, and one (1) Lieutenant. The Board will convene when there is an accident with injuries, the officer is charged with the accident, or where fault is undetermined. The Board shall make a non-binding determination, if possible, as to determine the cause of the accident and how it could have been avoided. Should the City

establish a City-wide accident review committee, the parties agree to reopen this Section for negotiation.

## **ARTICLE 31**

### **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 32**

### **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 33**

### **OUTSIDE EMPLOYMENT RESTRICTIONS**

Section 1. No bargaining unit employee shall engage in any other employment unless, and until, such employee has been issued written permission executed by the Police Chief and the City's Human Resources Manager. To apply for such permission, the employee shall provide the Police Chief with a written application describing the specific nature, times, and dates of the particular employment being considered.

Section 2. The Police Chief shall notify the applicant of the acceptance or rejection of the outside employment within ten (10) days of the date of the written application. If the application is denied, the employee shall have the right to grieve said denial to the Chief of Police. If the Police Chief denies the employment, the employee has the right to appeal to the Human Resources Manager, or their designee, with no further right of appeal.

Section 3. Any employee who disregards or violates outside employment restrictions shall be subject to written reprimand, suspension, or dismissal in accordance with City and Departmental rules and regulations.

Section 4. The City shall bear no responsibility or liability for any injury while engaging in off-duty employment. Employees covered hereunder are expected to be physically and mentally fit to perform their law enforcement job duties. No employee shall receive any special consideration or benefit due to an injury or illness resulting from off-duty employment.

## **ARTICLE 34**

### **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 Union is in agreement with the City's Drug Free Workplace Policy being implemented with the effective date of October 1, 2018.

## **ARTICLE 35**

### **ON-THE-JOB INJURY**

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety Manual.

Section 3. Bargaining unit employees who sustain a compensable on-the-job injury and who are determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law. For job-related injuries that take place during law enforcement duties, the City will supplement the workers' compensation wage benefit up to 100 percent (100%) of the bargaining unit employees' regular weekly gross wages during the first three (3) months from the date of the compensable on-the-job injury. For job-related injuries that do not take place during law enforcement duties, such injury leave shall be in lieu of Workers' Compensation wage replacement benefits and shall not exceed a total combined benefit of up to two (2) months from the date of the initial compensable injury or the date the employee is released to modified duty by the City Managed Care Network authorized treating physician, whichever date is earlier. Such regular

weekly pay shall be adjusted in accordance with any wage increases as provided in the Collective Bargaining Agreement.

Section 4. After the City's supplemental period has ended, bargaining unit employees shall receive the statutory 66 2/3% workers' compensation wage replacement benefits unless the employee has been released to modified or full duty by the City Managed Care Network authorized treating physician. The City Manager may, at his/her discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. Bargaining unit employees may supplement wage replacement benefits with accumulated sick leave, compensatory time and vacation leave provided that the combined income from their City leave benefits and the workers' compensation wage benefits does not exceed 100% of their regular weekly gross wages.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his/her own department or any department of the City, with no reduction in pay, based on medical verification of ability to perform the modified duty. The employee's salary while on modified duty will be paid by his/her department even if he/she is temporarily assigned to another department for the purpose of modified duty.

Section 8. An employee who is working on authorized modified duty and who has not exhausted their paid injury leave, will receive regular pay for partial or full day absences to attend

medical appointments related to the on-the-job injury provided the employee has arranged to be excused from work in advance by supervision and has submitted verification of attendance at the medical appointment. Otherwise, the employee will not be paid regular pay but may file for workers' compensation wage replacement benefits, if eligible, or may request to be paid sick leave, if available.

Section 9. An employee who is working on authorized modified duty, and who has exhausted their paid injury leave, will receive regular pay (i.e., no leave benefits will be charged) for the absence of less than one (1) workday for medical appointments related to the on-the-job injury provided the employee has submitted documentation of the necessity for the appointment, has arranged to be excused from work in advance by supervision, and provided the employee is at work prior to and/or after the appointment.

Section 10. In the event that a bargaining unit employee, who has exhausted their injury leave, is absent for an entire workday for a medical appointment, the employee will not be paid regular pay, but may file for wage loss benefits, if eligible, or may request to be paid sick leave, if available.

Section 11. Keeping within federally protected guidelines, employees who are on total or partial disability due to a work related injury, shall report their ability to return to work progress weekly through a telephonic discussion with the Police Chief or his/her designee.

Section 12. Any employee who is injured on the job and is unable to return to work within six (6) months from the time they were properly diagnosed, treated, and followed doctor's recommendations shall be medically terminated from the City. Treatment is defined as the prescribed procedure, such as surgery, to reach maximum medical improvement. The six (6) month time period may be extended, if warranted (ie. The employee will be able to return to full duty within eight (8) weeks, for example) by the City Manager. After medical termination, the

employee may apply for his/her position when deemed eligible to return to work full duty and meets the qualifications of the job.

## **ARTICLE 36**

### **PERFORMANCE EVALUATIONS**

Bargaining unit members shall be evaluated at least annually in accordance with the City's Performance Evaluation System, using evaluation forms developed by the City with input from the PBA. Performance evaluations shall be prepared by the employee's immediate supervisor, and will be subject to final approval by the Chief of Police or his/her designee.

## **ARTICLE 37**

### **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, 2021. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2021 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 16 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

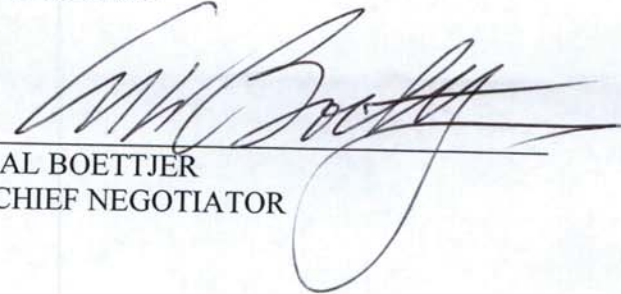
CITY OF COCOA, FLORIDA

POLICE BENEVOLENT ASSOCIATION

  
HENRY U. PARRISH III, MAYOR

  
MIKE SCUDIERO  
PRESIDENT

  
JOHN A. TITKANICH, JR  
CITY MANAGER

  
AL BOETTJER  
CHIEF NEGOTIATOR

9/25/18  
DATE SIGNED

9/27/18  
DATE SIGNED

**City of Cocoa- Coastal Florida**  
**PBA Voluntary Annual Time Pool Donation Form**

Name: \_\_\_\_\_ No. \_\_\_\_\_

I, \_\_\_\_\_, hereby irrevocably and voluntarily authorize the donation of \_\_\_\_\_ hours of my accrued annual leave to the time pool (hereinafter the “pool”) established by the collective bargaining agreement executed by the CFPBA Bargaining Unit and the City of Cocoa, Florida. I understand that my donated leave will only be used to pay CFPBA Bargaining Unit representatives to conduct or attend to union business.

Furthermore, I hereby waive all rights and claims attendant to my donation and to the pool and release the City and all its officers from any liability therefore.

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

\_\_\_\_\_  
Logged in by Date



## EXHIBIT B

### City of Cocoa- Coastal Florida PBA

#### Time Pool Use Request

Name: \_\_\_\_\_ No. \_\_\_\_\_

I, \_\_\_\_\_, hereby request the use of \_\_\_\_\_ hours from the annual time pool (hereinafter the “pool”) for the purpose of attending or conducting union business on \_\_\_\_\_.

I understand that the hours requested above are contingent upon an available balance in the pool. I further understand that if sufficient hours are not available, my personal vacation accrual will be reduced by the hours requested above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief’s approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Logged in by:

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COCOA  
AND  
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

This is an Agreement between the City of Cocoa ("City") and the Coastal Florida Police Benevolent Association, Inc. ("CFPBA") to document agreed upon wage adjustments for the Rank and File bargaining unit for purposes of equity adjustments.

The City and CFPBA agree on the following:

1. PBA Rank and File Bargaining unit members employed prior to October 1, 2015 are eligible for an equity adjustment wage increase in the ensuing fiscal year 2019 with an increase to base pay effective October 1, 2018.
2. The City shall establish an equity adjustment for bargaining unit employees as set forth below:

Hire Date Guideline	Hourly Adjustment	Annual Adjustment
After to October 1, 2015	\$0.00	\$0.00
After October 1, 2013 - September 30, 2015 (3.1-5 Years)	\$.25	\$520.00
October 1, 2008 - September 30, 2013 (5.1-10 Years)	\$.50	\$1040.00
October 1, 2003 - September 30, 2008 (10.1-15 Years)	\$.75	\$1560.00
October 1, 2003 or prior (15.1+ Years)	\$1.00	\$2080.00

3. Article 28, Section 4 will be applied in the event an equity adjustment takes an employee over the pay grade maximum.
4. This agreement is separate than the negotiated across the board increases that is agreed to in Article 28, Section 1 and 2.

Mutually agreed to on September 12, 2018.

Signed: \_\_\_\_\_ CFPBA

Signed: \_\_\_\_\_ City of Cocoa