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MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DORAL AND THE
SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

This Memorandum of Understanding ("MOU") is entered into this 19 day of June, 2023, between the City of Doral ("City") and the South Florida Police Benevolent Association ("PBA"), jointly referred to as the ("Parties").

WHEREAS, the PBA is the certified bargaining unit for the supervisory collective bargaining unit comprised of City employees in the rank of Police Lieutenant "Bargaining Unit Members"; and,

WHEREAS, the Parties are currently within the term of a Collective Bargaining Agreement ("CBA") which covers the Bargaining Unit Members and runs from October 1, 2022, through September 30, 2025; and,

WHEREAS, the Parties are desirous of creating a six (6) month Pilot Program which would temporarily amend the current CBA at Articles 21, 31, 33 and 36, as it relates to shift length and collaterally-related articles.

THEREFORE, in consideration of the mutual covenants contained herein, the Parties intending to be legally bound, do hereby stipulate and agree as follows:

1. A Pilot Program will be created that will temporarily amend CBA Articles 21, 31, 33 and 36 to read as follows in Exhibit 1 of this MOU.
2. Upon expiration of the first shift bid implementing the attached changes ("Pilot Program"), the modifications of this MOU shall be made part of the successor CBA upon approval of the Parties.
3. If either party decides not to make the Pilot Program permanent or extend the Pilot Program for an additional shift bid, this MOU will automatically terminate after the initial shift bid ends and the original Agreement will govern.
4. The Parties have read this Agreement, with the advice of counsel, and fully understand it.

Signed this 19 day of June, 2023.

For the PBA:

[Signature]
Steadman Stahl, President
South Florida PBA
[Signature]
Andrew M. Axelrad, Esq.
General Counsel

For the City of Doral:

[Signature]
Barbie Hernandez, City Manager
City of Doral
[Signature]
John J. Hearn, Esq.
Police Legal Advisor

Exhibit 1

ARTICLE 21 WORK SCHEDULE, PAY PERIOD, AND OVERTIME COMPENSATION

1. Work Week/Period – The work week of bargaining unit employees assigned to an 8-hour work day shall be forty (40) hours of work, and there shall be two work weeks for each pay period. The work period of bargaining unit employees assigned to an eleven and one-half (11.5) hour work day shall be eighty (80) hours of work per two-week pay period. The determination of who and how many members are assigned to each shift remains a management decision. All authorized hours worked in excess of their forty (40) hour work week or eighty (80) hour work period shall be considered overtime work, and paid at one-and-one-half times the regular rate of pay. Bargaining Unit Members assigned to uniform patrol shall work the 80 hour pay period schedule while the remaining bargaining unit members shall work the 40 hour pay period schedule. The Chief, at his discretion, may alter the work schedule of an individual officer on the 11.5-hour work schedule in times of operational necessity as determined by the Chief.
2. Time in pay status is actual hours on duty and compensatory time shall be termed “hours worked”.
3. All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods.
4. No time not actually worked shall constitute hours worked for Fair Labor Standards Act purposes. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act and the above-referenced regulations. The manner of record keeping shall be at the City's discretion. Time spent in Court Time status and Call Back status are included as hours actually worked.
5. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of management. Management shall make reasonable efforts to distribute available overtime fairly to those officers wishing to receive the overtime.

6. An employee shall not place themselves in an overtime status without the express approval of a supervisor, except under emergency conditions, or as otherwise provided by departmental policy.

7. For employees not assigned to road patrol, and therefore not on the 11.5-hour shift schedule: The City may flex ~~the-an~~ employee's work schedule to reduce or eliminate overtime in a work cycle. No employee's time will be flexed more than twice in a yearly quarter.

8. For employes assigned to road patrol, and therefore on the 11.5-hour shift schedule: Schedules may be altered to avoid the payment of overtime for training purposes. In addition, the City may flex an employee's work schedule which may result in the reduction or elimination of overtime in a work cycle on other occasions, but only in times of operational necessity as determined by the Chief.

ARTICLE 31
HOLIDAYS

1. The following holidays shall be observed consistent with this Article:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two Personal Days
Birthday

2. All members shall receive eight (8), ~~or ten (10)~~ or eleven and one-half (11.5) hours of holiday pay or time for the above recognized holidays based upon their assigned schedule. Members shall not receive any other compensation for the designated holiday; whether they are on or off-duty on the actual holiday is immaterial.

3. Hours worked on a holiday will not be calculated into overtime accrued during the week of the holiday.

4. Employees given holiday work assignments who fail to report for and perform such work for any reason other than verified illness or emergency, shall not receive pay for the unworked holiday and may be subject to disciplinary action.

5. If an employee is on authorized leave when a holiday occurs, that holiday shall be charged to holiday leave and not to vacation, sick or other such leaves.

6. All members shall receive sixteen (16), twenty (20) or twenty-three (23) hours of personal days based upon their assigned schedule. In addition, the personal days must be taken before the end of the fiscal year. All members shall receive eight (8), ten (10) or eleven and one-

half (11.5) hours of birthday based upon their assigned schedule. The birthday hours are issued on the employee's birthday and must be taken within six (6) months.

ARTICLE 33
SHIFT EXCHANGE

1. Bargaining unit employees assigned to the uniformed patrol division will bid for shifts of six (6) months each in accordance with the following:

- A. Employees will bid within their classification.
- B. Shift bids will be awarded based upon seniority preference.
- C. Shift bidding will be posted at least thirty (30) days in advance.
- D. Days off will also be assigned on the basis of seniority.

2. Upon application through the chain of command, shift exchanges may be granted and shall not be unreasonably withheld provided that:

A. It is requested and approved sufficiently in advance so as not to work a hardship on either employee or Employer.

B. It does not interfere with the regular operation of the department.

C. For such voluntary and approved exchanges, the hours involved in the shift exchange trading of time between employees, as provided in Fair Labor Standards (FLSA), are not additional payroll hours for either employee; and do not increase any overtime over the amounts the employees would have otherwise been due if the substitution had not taken place.

3. City will notify the employee at least two (2) weeks in advance of any contemplated change in an employee's status, e.g., transfer, reassignment or change of shift. The employee may waive advance notice without violating this Article.

4. Shift change shall ordinarily occur at the start of the first pay period in January and June of each calendar year, unless the parties both agree to deviate from that schedule.

ARTICLE 36
DIFFERENTIALS AND INCENTIVES

1. Employees who are assigned to start work between 1:30 p.m. and up to 9:00 p.m. will be paid an additional 5% of their base rate of pay for each hour worked on that shift.
2. Employees who are assigned to start work between 9:30 p.m. and up to 12:00 midnight will be paid an additional 10% of their base rate of pay for each hour worked on that shift.
3. Employees assigned to the eleven and one-half (11.5) hour shift schedule who start work between 5:00 p.m. and 4:45 a.m. will be paid an additional 10% of their base rate of pay for each hour worked on those shifts until end of shift. Employees assigned to the eleven and one-half (11.5) hour shift schedule are not eligible for additional pay under Sections 1 or 2 above.
4. Employees who are assigned to the patrol section will be paid an additional two percent (2%) of their base rate of pay. All employees assigned to the patrol section who have successfully completed their probation shall receive this patrol pay incentive.
5. All employees shall receive the following additional incentive to their base pay:
 - a. For fiscal year 2022-2023 – each employee shall receive an additional one percent (1%) of their base rate of pay;
 - b. For fiscal year 2023-2024 – each employee shall receive an additional one-half percent (0.5%) of their base rate of pay for a total of one and one-half percent (1.5%);
 - c. For fiscal year 2024-2025 – each employee shall receive an additional one-half percent (0.5%) of their base rate of pay for a total of two percent (2%) of their base rate of pay.

RESOLUTION No. 23-94

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DORAL AND THE POLICE BENEVOLENT ASSOCIATION (PBA) TO IMPLEMENT A SIX (6) MONTH PILOT PROGRAM PROVIDING FOR 11.5 HOUR SHIFTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Dade County Police Benevolent Association (“PBA”) is the certified bargaining for the City of Doral (“City”) Police Department’s bargaining unit members; and

WHEREAS, the City and the PBA are currently within the term of a Collective Bargaining Agreement (“CBA”) which covers the bargaining unit members and runs from October 1, 2022, through September 30, 2025; and

WHEREAS, the City and the PBA are desirous of creating a six (6) month Pilot Program, and to that end, have agreed to a Memorandum of Understanding (“MOU”) which temporarily amends Articles 21, 31, 33 and 36 of the current CBA, as it relates to shift length and collaterally-related Articles; and

WHEREAS, specifically, the MOU shift-length change will allow for 11.5 hour shifts; and

WHEREAS, upon expiration of the first shift bid implementing the changes, the modifications of the MOU shall be made a part of the successor CBA upon approval of the City and the PBA, however, if either party decides not to make the Pilot Program permanent or if both parties do not extend the Pilot Program for an additional shift bid, the MOU will automatically terminate after the initial shift bid ends and the original CBA will govern; and

WHEREAS, the City administration has recommended that the City Council approve the MOU and authorize the City Manager to execute same; and

WHEREAS, the Mayor and City Council find that approval of the MOU is in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Memorandum of Understanding between the City and the PBA providing for a 6-month pilot program related to shift lengths is hereby approved

Section 3. Authorization. The City Manager is authorized to execute a Memorandum of Understanding on behalf of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. The Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of June, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY