

RESOLUTION No. 15-201

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, RATIFYING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DORAL AND THE POLICE BENEVOLENT ASSOCIATION, ON BEHALF OF POLICE OFFICERS AND SERGEANTS, FOR RE-OPENED TERMS FOR YEAR THREE OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND/OR ANY NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) and the Police Benevolent Association (“PBA”) entered into a collective bargaining agreement (“CBA”) setting forth the terms for wages, benefits, and conditions of employment for officers and sergeants as members of the collective bargaining unit (the “CBU”) for fiscal years 2013 through 2016; and

WHEREAS, Article 3, “At Will Employment,” and Article 30, “Compensation,” of the CBA called for the terms of those provisions to be re-opened and subject to further negotiation for year 3 (fiscal year 2015-2016); and

WHEREAS, upon direction from the City Council, negotiating teams representing the City and the PBA began negotiations as to the foregoing terms in July of 2015; and

WHEREAS, after successful negotiation, the City and PBA have tentatively agreed on terms of an amendment to the CBA, attached hereto as Exhibit “A”, which are incorporated herein and made a part hereof by this reference (the “Amendment”); and

WHEREAS, the members of the CBU ratified the terms of the Amendment on or about September 30, 2015; and

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

WHEREAS, the Mayor and City Council find that ratification of the Amendment is in the best interest of the City.

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

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

Section 2. Ratification. The Amendment to the CBA, found in Exhibit "A", is hereby ratified.

Section 3. Authorization. The City Manager is hereby authorized to execute the Amendment on behalf of the City.

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

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Ruiz who moved its adoption.

The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

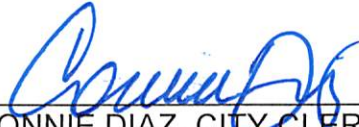
Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 13 day of October, 2015.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”

ARTICLE 3
PROBATIONARY PERIOD

1. The initial probationary period for all newly hired employees shall be for a period of one (1) year from the date of hire. This period shall be tolled and extended during any time period that the employee is on no-pay status or otherwise not at work performing his or her regular duties for more than fifteen (15) consecutive calendar days (e.g., sick leave, light duty, worker's compensation leave and/or any other period of paid or unpaid leave). A probationary employee may be discharged for any reason during his or her probationary period. An employee shall not be considered permanent until successful completion of the initial probationary period.
2. The probationary period for a newly promoted sergeant shall be one (1) year from the date of promotion. If a newly promoted sergeant fails to complete his or her probationary period, he or she will be placed back into a police officer's position. A newly promoted sergeant that fails to complete the probationary period may not use the grievance or arbitration procedure set forth in Article 24 of this Agreement to challenge his or her failure to complete the probationary period.

ARTICLE 5
MANAGEMENT RIGHTS

1. It is the right of the City to determine unilaterally the purpose of the police department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Nothing in this Agreement constitutes or shall be interpreted to constitute a waiver or limitation on management rights provided for in Sec. 447.209, Florida Statutes.
2. The City has the right to suspend, demote, discharge, or take other disciplinary action against bargaining unit employees for just cause.
3. The parties agree that any sworn member of the police department above the rank of sergeant that previously served in the rank of officer or sergeant for the City may return to the highest rank within the bargaining unit that such individual previously held, whether at the will of the employee or at the direction of the City.

ARTICLE 16
HEALTH CARE BENEFIT

1. The City maintains one health care insurance program for the benefit of all employees of the City. Bargaining unit employees may enroll in the City's health care program, as it is amended from time to time, subject to the same terms and conditions as non-bargaining unit City employees.
2. The City agrees to absorb any increases in health insurance premium costs in FY 2016.

ARTICLE 33
SENIORITY

1. Seniority shall consist of continuous full-time service with the City, and shall be computed from the date of hire as a law enforcement officer, or graduation from the law enforcement academy, whichever comes later. Upon promotion, seniority shall be computed from the appointment date. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave. Seniority shall be a factor in determining the following matters:

- A. Vacations for each calendar year.
 - B. Shift assignments and the assignment of days off.
2. After promotion, time spent in a subordinate rank(s) shall continue to accrue.

ARTICLE 25
APPEALS OF DISCIPLINARY ACTION

1. Discipline is classified as either major or minor as follows:

MAJOR: Termination
Demotion
Suspension without pay - more than twenty-four (24) hours.

No employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar day notice to the employee.

MINOR: Written reprimand
Suspension without pay for twenty-four (24) hours or less

2. Appeals of disciplinary action shall be handled as follows:

A. Major discipline may be by appealed to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in the Article 24, above. The request for appointment of an arbitrator must be made in writing within fourteen (14) calendar days of notice of the City's final disciplinary action.

B. The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties.

C. Minor Discipline may be appealed by using the procedure set forth in Article 24 of this Agreement, except that the final step in that process is Step 2 before the City Manager. The decision of the City Manager concerning an appeal of minor discipline is final and binding on the parties and there is no right to proceed to arbitration concerning minor discipline.

3. Transfers shall not be utilized as disciplinary action.

ARTICLE 30
COMPENSATION

1. Each member of the bargaining unit that has not reached top out will receive a 6% base wage increase as follows:
 - 3% base wage increase implemented the first pay period following ratification, plus
 - 3% base wage increase 10/1/2014
2. The City and Union will re-open this Article for negotiation of compensation adjustments for the third year of this Agreement (fiscal year 2015-2016;10/1/15-9/30/16).
3. An employee assigned to and acting in the capacity of Field Training Officer will receive \$100.00 per month provided the officer is engaged in FTO activity.
4. Should the City provide an across the board cost of living or merit increase to the City's unrepresented employees in FY 2016, the City shall provide the same across the board cost of living or merit increase to members of the bargaining unit. For example, if the City provides a merit increase to its unrepresented employees capped at three percent (3%) based on performance, members of the bargaining unit will also be eligible for merit increases based on performance capped at three percent (3%).