

**RESOLUTION No. 17-71**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DORAL AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION FOR POLICE OFFICERS AND SERGEANTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Dade County Police Benevolent Association (“PBA”) represents a bargaining unit consisting of the City’s sworn police officers and sergeants;

**WHEREAS**, the most recent collective bargaining agreement between the City and the PBA containing the terms and conditions of employment of the City’s police officers and sergeants expired on September 30, 2016;

**WHEREAS**, the City and PBA have tentatively agreed to the terms of a collective bargaining agreement covering the period October 1, 2016 to September 30, 2019, which is attached hereto as Exhibit “A”; and

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

**WHEREAS**, the Mayor and City Council find that ratification of the CBA 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 CBA, attached hereto as Exhibit “A”, is hereby ratified.

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

**Section 4. Implementation.** The City Manager is 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 Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 12 day of April, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

TENTATIVE CBA 3/15/17

AGREEMENT  
BETWEEN  
CITY OF DORAL, FLORIDA

AND

DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

(Police Officers and Sergeants)

October 1, 2016 – September 30, 2019

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ARTICLE 1  
PREAMBLE

THIS AGREEMENT, between the CITY OF DORAL, Florida (the "City") and the Dade County Police Benevolent Association, Inc. ("the PBA").

1. The following terms have the following meaning:

All reference to **City** means the CITY OF DORAL.

All reference to **City Manager** means the City Manager or the City Manager's designee.

All references to **Management** means the City Manager or the City Manager's designee.

All reference to **PBA** means the Dade County Police Benevolent Association, Inc.

Reference to **day** means calendar day when it is used to measure the time in which an act must occur.

When day is used in reference to the accrual or use of a benefit (such as sick leave, holiday leave or vacation leave), it means one shift, as assigned, regardless of the amount of shift hours.

All reference to **members or employee(s)** means bargaining unit member(s) regardless of dues paying status.

All reference to "**he**" means he/she; all reference to "his" means his/hers.

2. This Agreement sets forth the parties' agreement regarding wages, benefits and conditions of employment for bargaining unit employees.

ARTICLE 2  
RECOGNITION

1. The City recognizes the PBA as the bargaining agent for the following bargaining unit of the City's employees employed in the CITY OF DORAL Police Department.

INCLUDED: All employees of the CITY OF DORAL in the following classifications: police officer and police sergeant.

EXCLUDED: All other employees of the CITY OF DORAL and excluding specifically the following classifications: Chief of Police, lieutenants, any other officer assigned to conduct internal affairs investigations on a full-time basis, and all other City employees.

2. Nothing herein limits the right of either party to seek unit clarification from the Florida Public Employees Relations Commission to modify the positions included or excluded in the bargaining unit.

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 4  
NON-DISCRIMINATION

1. The parties agree that the race, color, sex, national origin, religion, age, handicap, disability of a qualified individual with a disability, or marital status of one or more unit employees shall not be considered in any decision which requires the interpretation or application of this agreement.
2. The City and the PBA oppose discriminatory behavior of any nature. The City and the PBA shall work jointly to identify and eradicate discriminatory conduct in the work place.
3. All employees have an affirmative duty to report suspected discriminatory conduct in the police department to the City's Human Resource Director.
4. Discriminatory conduct is a per se violation of the City's rules of conduct and can subject an employee to disciplinary action, up to and including termination.

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 6  
PBA BUSINESS

1. PBA representatives will be permitted to engage in representation activities on behalf of the PBA or any member on duty as follows:
  - A. Engaging in collective bargaining with the representatives of the CITY.
  - B. Processing of grievances.
  - C. Accompany a fellow employee when:
    1. The employee is required to appear at a hearing related to a grievance.
    2. The employee is presenting or responding to a grievance.
    3. The employee is subject to interrogation in conjunction with an internal affairs investigation or administrative inquiry.
2. PBA Representatives shall be allowed to communicate official PBA business to members prior to on-duty roll.
3. The City agrees to allow the PBA and its representatives reasonable access to the City premises for conducting PBA business with prior approval of the Chief, if such business will not disrupt routine operations. For the purposes of this paragraph, PBA business shall not include political activities such as interviewing candidates or making decisions on which candidates the PBA will support in an election.
4. No employee shall engage in PBA business while on duty except as referenced in this Article.
5. An on-duty officer may attend collective bargaining sessions with the consent of the officer's Lieutenant. Denial of a request may not be grieved.

ARTICLE 7  
BILL OF RIGHTS INTACT

1. Nothing in this Agreement shall abrogate or limit the rights of a police officer as set forth in Part VI of Chapter 112, Florida Statutes.

ARTICLE 8  
PAYROLL DEDUCTIONS

1. PBA members may authorize payroll deductions for the purpose of paying PBA dues. Any member of the PBA who has submitted a properly executed dues deduction form to the City Manager or his or her designee may have his or her membership dues in the PBA deducted from his or her wages. No authorization shall be allowed for payment of initiation fees, assessments, or fines. Payroll deductions shall be revocable at any time upon request by the employee to the CITY and PBA in writing. The payroll deduction cancellation shall be effective thirty (30) days after receipt of notice revocation.
2. Dues deducted shall be transmitted to the PBA on a monthly basis, accompanied by a list of those employee's names whose dues are included.
3. It shall be the responsibility of the PBA to notify the City Manager or his designee, in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.
4. The PBA shall indemnify, defend and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
5. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate PBA dues. When a member is in a non-pay status for an entire pay period, dues deduction from future earnings may not be made to cover that pay period. In the case of an employee who in non-pay status during only part of the pay period, if available wages are not sufficient to cover the full dues deduction, no deduction shall be made. In this connection all legally required deductions have priority over dues.
6. The PBA shall pay to the City a one-time administration fee of \$3.00 for each PBA dues paying unit member, which represents the City's reasonable costs incurred in administering the dues deductions process. Payment shall be in the form of a deduction from the September remittance of dues by the City to the PBA.

ARTICLE 9  
BULLETIN BOARD AND EMAIL

1. The PBA may place a bulletin board in the Police Department. The bulletin board shall be no larger than 36” by 48” in size and placed in a location approved by the Police Chief. The purpose of the bulletin board is for the posting of official for PBA business, including but not limited to:
  - A. Notice of PBA meetings;
  - B. PBA elections;
  - C. Reports of PBA committees;
  - D. Rulings or policies of the PBA;
  - E. Recreational and social affairs of the PBA;
  - F. Notices by public bodies.
2. The PBA assumes all liability for claims or actions arising from material posted on the bulletin board.
3. The PBA shall not use the bulletin board to post political endorsements including, but not limited to, the support or opposition to any candidate for public office or the support or opposition to any political cause. To facilitate PBA communications with members of the bargaining unit, the City will allow the PBA to distribute mail and other communications in each Employee’s mailbox, and via their City email addresses; however, employees are cautioned that the City network is subject to monitoring by the City and employees should have no expectation of privacy when they send or receive email via the City network.
4. The PBA or any member of the bargaining unit shall not post any notice or other document or material which directly or indirectly disparages or criticizes the CITY OF DORAL or any elected or appointed official or employee of the City.
5. The City shall notify the PBA of any improper usage of the bulletin board.

ARTICLE 10  
PERSONNEL RECORDS

1. Personnel records shall be maintained and made available in accordance with Florida Public Record laws as set forth in Chapter 119, Florida Statutes.
2. The City will advise an employee when the City has received a written request for the employee's personnel records.

ARTICLE 11  
OFF DUTY ASSIGNMENT

1. All off-duty details require prior written approval by the Chief of Police or his designee. Prior to the submission of a request for approval to the Chief or his designee for an off-duty detail each request for approval shall be accompanied by an Off Regular Duty Service Permit Application signed by the third party employer, in the form approved by the City.
2. The City agrees that all authorized off regular duty police work (off-duty) is compensated at the base rate of \$36.50 per hour for police officers and \$38.50 per hour for sergeants. These rates may be adjusted upwards periodically by the Chief of Police, to remain competitive with other Police Agencies. The minimum time charge will be three (3) hours at the appropriate rate. Off-duty work shall be limited sixty-four (64) hours each bi-weekly period.
3. Employees who are injured as a result of police action or while affecting an arrest while on an off-duty job shall be entitled to the same rights, privileges and workmen's compensation benefits as if injured on regular duty, and shall be permitted to utilize a City police uniform, radio and vehicle. For such usage, the City shall receive contractual service charges as set forth in Procedural Directive 9.3.
4. Details shall be assigned only to those officers who are off duty and no officer shall accept any off-duty detail when it interferes with his/her normal working hours.
5. All police officers engaged in off-duty details shall be permitted to wear an official Bargaining Agent pin signifying that the officer is engaged in off-duty employment.
6. Each officer, while working off-duty details, shall adhere to all policies, rules and regulations of the City Police Department. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same as any on-duty activity.
7. Any police officer who is on sick leave, workers' compensation or working light duty will not work any off -duty detail during that period.
8. Any detail that required five (5) or more police officers shall have one (1) police supervisor. If a police supervisor is not available, the senior police officer shall be in charge.
9. The provisions of Procedural Directive 9.3 are applicable to off duty details except to the extent that they conflict with the provisions of this Article, in which case the provisions of this Article shall control.



10. No employee may work an off-duty detail during any period of civil emergency as declared by the City Manager.

11. Payment for off-duty or special detail work performed on behalf of a second party employer will be treated as compensation or salary for pension calculation purposes.

12. The City may unilaterally adjust the rates charges to second party employers for off duty detail services provided the current hourly rate paid to any officer who works a detail is not reduced.

ARTICLE 12  
LEGAL BENEFITS

1. The legal benefits for members against whom civil damage suits are brought for matters arising while acting within the scope of their authority and within the course of their employment shall be as provided by the policies of insurance relating thereto and the provisions of Section 111.065, Florida Statutes.

ARTICLE 13  
DRUG FREE WORKPLACE

1. Bargaining Unit Members are subject to the City's DRUG AND ALCOHOL FREE WORKPLACE PROGRAM procedures and may be tested for reasonable suspicion, randomly, or following an accident or injury testing.
2. Notwithstanding the provisions contained in the 2012 EPPM, all members of the bargaining unit, at the discretion of the Chief of Police, and/or the City Manager will be randomly tested for drugs. The selection of the employees to be tested will be made using a neutral software selection program, and shall be no greater than fifteen (15) employees every six (6) months.

ARTICLE 14  
TAKE HOME VEHICLES

1. Beginning the first of the month following ratification of this Agreement, Bargaining Unit Members shall pay the City, by payroll deduction, a vehicle usage fee calculated as follows:

- A. Miami-Dade County residents pay \$50.00 per month. Doral residents pay nothing.
- B. Broward County residents pay \$100.00 per month.
- C. Residents of other Counties pay \$200.00 per month.

At 11:59 p.m. on September 30, 2019, Bargaining Unit Members' vehicle usage fee will revert back to the following:

- A. Miami-Dade County residents pay \$100.00 per month. Doral residents pay nothing.
- B. Broward residents pay \$200.00 per month.
- C. Residents of other Counties pay \$400.00 per month.

2. Employees who are involved in vehicular accidents, regardless of who caused the accident, will loss his/her take home car benefit until the vehicle is fully repaired and returned to service unless there is a pool car available.

ARTICLE 15  
COMPENSATORY TIME OFF

1. Employees may earn, in lieu of payment of overtime, compensatory time off at the rate of time and one-half for hours worked.
2. Compensatory time is capped at 480 hours.
3. Employees may not use compensatory time during any period of civil emergency as declared by the City Manager.
4. Upon separation of employment, compensatory time shall be paid at the officer's rate of pay at the time of separation.

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. Effective on the first of month following ratification of this Agreement, bargaining unit members shall be eligible for paid parental leave in accordance with the City's Parental Leave Policy for so long as that policy remains effective for the City's unrepresented employees. Any bargaining unit members who met the eligibility requirements and qualifying reasons for paid parental leave under that Policy between October 1, 2016 and the first of the month following ratification this Agreement will also be entitled to reimbursement of up to four weeks of paid time off for a qualifying reason during that time period provided such employees used Family Medical Leave for such leave.

ARTICLE 17

EDUCATIONAL ASSISTANCE

1. The City agrees to establish a tuition reimbursement program for employees in an effort to encourage the upgrading of the educational level of its law enforcement personnel. The conditions and requirements of the program are the following:

A. Tuition reimbursement is contingent on the annual appropriation of funds by the City Council. Notwithstanding the inclusion of this Article, the City Manager is not obligated to submit an annual budget to the City Council which includes funding for tuition reimbursement.

B. The employee must have prior approval of the Police Chief and must be registered in a course related to the law enforcement field and advancing toward a law enforcement or law enforcement-related degree, including A.A., A.S., B.A., B.S., M.A. or M.S. at an institution of higher education accredited by the Council for Higher Education Accreditation to be eligible for tuition reimbursement.

C. In order to obtain financial reimbursement for tuition costs the employee must:

1. successfully complete the course with a minimum grade of "A", "B", "C" or "Pass" in Pass-Fail courses.

2. remains the City's employment for up to two years from the date of course completion. Upon voluntary termination of employment by an employee, the employee shall reimburse the City for all tuition fees paid by the City during the last two (2) years of the employee's employment;

3. submit appropriate documentation to the Police Chief within thirty (30) days from receipt of grades. Such documents shall include copies of said receipts for payment of said tuition fees, and copies of proof of minimum passing grade.

D. Tuition reimbursement shall be at a State of Florida public university or college rates, regardless of whether the school is private or public, as follows:

50% for "A", "B", "C", or "Pass if Pass/Fail grading.

2. The courses will be approved only if the City has funds in its budget for educational assistance in the budget year in which the payment will be due. The Police Chief in consultation with the Human Resource Director will make that determination.

ARTICLE 18  
UNIFORMS AND EQUIPMENT

1. All sworn personnel required to wear uniforms shall be assigned uniforms in accordance with departmental policy. A list of uniform and equipment is attached as Exhibit A.
2. When an employee is in court or in any way representing the City in any official capacity, he/she shall dress in accordance with the department's uniform policy.
3. All items above shall be and remain the property of the City. All such items shall be kept clean and neat at the expense of the user/employee.
4. All other equipment shall be paid for by the Employee.
5. Any City-issued equipment or uniform component which is worn out, torn or damaged while the Employee is acting within the scope of his employment shall be replaced by the City at no expense to the Employee.
6. Any approved personal equipment lost or damaged in the line of duty and not as a result of the Employee's negligence shall be reimbursed by the City to the amount of actual replacement cost, not to exceed \$200.00 for each item. Approved personal equipment is only as follows:
  - Watch
  - Prescription sunglasses
  - Prescription eyeglasses
7. All clothing and equipment owned by the City shall be turned over to the City in good condition upon cessation of employment for any reason, as a condition to receipt of the final pay disbursement.



ARTICLE 19  
PROMOTIONAL OPPORTUNITIES

1. Whenever a budgeted promotional vacancy exists in the position of Police Sergeant, the City shall promote to fill such vacancy in accordance with the following:
2. The eligibility list will expire on the last of the month, one year following the test administration.
3. The City will announce sergeant examinations at least 90 days in advance of the examinations.
4. Any promotional testing for such vacancy shall be completed within 120 days from the date on which the Chief determines that such promotional vacancy exists.
5. A list of eligible candidates will be compiled in the order of the final cumulative score attained by each candidate upon completion of the entire screening process.
6. The Chief will make promotions from the eligibility list and the Rule of Three process.
7. List of study materials will be provided and advanced notice of the test components.
8. At the time a new sergeant examination is given, all eligible employees who wish to be on the list must take the examination. No employee will be placed on the new list as a result of previous test scores.
9. Should the list be reduced to one name, it will automatically become void.
10. The current eligibility list will expire one (1) from the date it is posted.
11. Forty-eight months of continuous service with the City as a sworn officer and two previous performance evaluations with a minimum rating of fully successful or above or;  
Forty-two months of continuous service with the City as a sworn officer, an Associate's Degree and two previous performance evaluations with a minimum rating of fully successful or above or;  
Thirty-six months of continuous service with the City as a sworn officer, a Bachelor's Degree and two previous performance evaluations with a minimum rating of fully successful or above.
12. When application of the continuous service with the City requirement results in less than three (3) eligible candidates or when there are less than three (3) employees on the promotion list, the Chief can fill the vacancy with an outside candidate provided the outside candidate has at least five years of law enforcement experience.

13. The examination will be comprised of a written examination and, at the discretion of the City, and skill and suitability assessment component, provided the latter is conducted by neutral third party evaluators.

ARTICLE 20  
PAID TIME OFF (PTO)

1. Full-time sworn employees will be offered paid time off (PTO) that can be used for any reason without accrual limits. Sworn employees do not accrue sick, personal or vacation time in addition to PTO.
  
2. All full-time sworn employees shall start with forty (**40**) hours of PTO on their date of hire. Forty (40) hours of PTO shall be added to the employee's PTO balance on the anniversary of the employee's hire date every year thereafter.
  
3. Additionally, sworn employees shall accrue PTO at the following rate:

<b>Years of service</b>	<b>Days per year</b>	<b>Hours per year</b>	<b>Bi-weekly accrual</b>
0-4	25	200 (includes 40 hours credited on anniversary date)	6.15 hours
5-9	30	240 (Includes 40 hours credited on anniversary date)	7.68 hours
10 or more	35	280 (Includes 40 hours credited on anniversary date)	9.23 hours

4. PTO shall not be earned or accrued by an employee during leave of absence without pay, suspension, or when the employee is otherwise on a non-pay status.

ARTICLE 21  
BEREAVEMENT LEAVE

1. Upon approval of the City Manager, full-time employees may, upon request, be granted time off with pay not to exceed four (4) consecutive working days in the event of a death in their immediate family. The employee's immediate family shall be defined as the employee's spouse, father, mother, step-parents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law and sister-in-law, grandparents-in-law. With approval by the City Manager, additional time off can be granted but will be charged to vacation. To qualify for this bereavement leave allowance an employee must actually attend the funeral.

ARTICLE 22  
WORK SCHEDULE, PAY PERIOD,  
AND OVERTIME COMPENSATION

1. The work cycle is 14 days.
2. Bargaining Unit Members shall be compensated at one-and-one-half times the regular rate of pay for hours worked in excess of 80 hours in a 14 day work cycle.
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. The City may flex 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.

ARTICLE 23  
POLITICAL ACTIVITY

1. Employees in the bargaining unit shall be prohibited from engaging in political activity such as, but not limited to, campaigning, soliciting, making speeches, or making appearances at political functions, while on duty, in uniform, or otherwise acting within the scope of employment.

ARTICLE 24  
GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance is defined as a dispute involving the interpretation or application of the collective bargaining agreement. Appeals of disciplinary action will be handled pursuant to Article 25, Disciplinary Appeals.

2. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: The PBA shall present the grievance, in writing, to the Police Chief, within 14 days of the act or omission which gave rise to the grievance. The Police Chief shall, within 14 calendar days of receipt of the written grievance, conduct a meeting with the PBA, if both parties. The Police Chief shall notify the PBA in writing of the decision not later than 14 calendar days following the meeting date, or not later than 14 days of filing grievance if no meeting is held.

Step 2: If the grievance is not fully and conclusively resolved at Step 1, the PBA, within 14 calendar days of receipt of the answer provided in Step 1, may forward a copy of the original written grievance to the City Manager with a separate cover letter stating that the grievance is being advanced to Step 2. If both parties agree, the City Manager shall hold a meeting with the PBA regarding the grievance. The City Manager shall notify the grievant and the PBA of the City Manager's decision within 14 calendar days following receipt by the City Manager of the grievance, or not later than 14 days after the filing of the grievance at Step 2 if no meeting is held.

3. If the grievance is not resolved by the foregoing grievance procedure, the PBA, within fourteen (14) calendar days after the City Manager's decision in Step 2, may give to the City Manager a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the PBA with respect to the unresolved grievance.

4. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within fourteen (14) calendar days, jointly request a list of seven (7) qualified arbitrators from the American Arbitration Association. The PBA and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. The City and the PBA will alternate in the right to first strike arbitrators.

5. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the City and the PBA in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, will be paid equally by the parties. Employees subpoenaed by the PBA to attend an arbitration hearing, if on duty, shall be released from duty and may attend the hearing with pay for their duty hours.

6. The submission to the arbitrator shall include the written grievance as submitted in Steps 1 and 2 of the grievance procedure, and shall include a copy of this agreement.

7. The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement to the City or the PBA or the employees, or to establish or change any wages or rate of pay in this agreement.

8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other case.

9. The arbitrator shall have authority to determine any claim for back pay.

10. The decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

11. The arbitrator will retain jurisdiction for a period of thirty (30) day following issuance of the arbitrator's decision to address post-ruling disputes or requests for clarification.

12. It is agreed, with respect to this grievance and arbitration procedure, that:

A. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the PBA and the City Manager. No extension of time shall be inferred by any conduct or by verbal exchanges between the parties.

B. All grievances shall be dated and signed by a PBA representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

C. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

1. a statement of the grievance and facts upon which it is based;



2. the section or sections of this agreement claimed to have been violated;
  3. the remedy or correction requested.
- D. All grievance hearings will be conducted during normal business hours.
- E. Any grievances filed on behalf of or for the benefit of multiple employees may be filed as an “Association Grievance.”

ARTICLE 25  
APPEALS OF DISCIPLINARY ACTION

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

MAJOR: Termination for cause

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 appealed to an arbitrator, but 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 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 26  
MILITARY LEAVE

1. The City shall comply with all laws on military leave which affect unit employees.

ARTICLE 27  
CALL BACK PAY

1. When the Police Department requires an employee to report for work when the officer is not otherwise scheduled to work, a minimum of three hours compensation is guaranteed at the officer's regular rate of pay. Any time worked beyond the three hour minimum will also be compensated at the officer's regular rate of pay but all call back hours worked count towards the calculation of hours worked for overtime purposes.
2. No employee is eligible for call back pay during a period of civil emergency as declared by the City Manager.

ARTICLE 28  
ON-CALL PAY

1. No employee is eligible for on call pay.

ARTICLE 29  
COURT APPEARANCE PAY

1. Any unit employee who is required to appear in court as a witness as a result of his employment, and is not on duty during a regular shift, will receive payment for a minimum of three (3) hours at 1 ½ the officer's regular rate of pay. A unit employee will be paid an additional two (2) hours at 1 ½ for a second court appearance that starts more than four hours after the end of the first court appearance
2. Compensation paid by the state, county or other person, firm, or authority which compels attendance must be endorsed and tendered to the City by the affected employee as a condition of being paid by the City.

ARTICLE 30  
COMPENSATION

1. Bargaining unit members will be eligible for cost of living increases and merit pay adjustments on the same basis as the City Council provides to unrepresented civilian employees of the City. For Fiscal Year 2017 (i.e., 10/1/16 to 10/1/17), the City Council provided unrepresented employees with a one percent (1%) cost of living adjustment on October 1, 2016 and a merit pay increase of up to three percent (3%) tied to each employee's job performance on each employee's anniversary dates. Bargaining unit members are eligible for those increases retroactive to October 1, 2016 (COLA) and retroactive to their anniversary date if before the date of ratification of this Agreement (merit).
2. 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.

ARTICLE 31  
ON-THE-JOB INJURY

1. All municipal employees are covered by Workers' Compensation Laws and are entitled to benefits as provided and limited by such laws
2. The City will maintain the status quo regarding supplementing a law enforcement officer's Worker's Compensation benefit paid by the State.



ARTICLE 32  
HOLIDAYS

1. All full time sworn personnel shall be paid for the designated holidays under rule 9.1 of the 2012 EPPM and when required to work on such days, non-exempt sworn personnel shall be paid at a rate of regular time for hours worked on a holiday.
2. Employees who work on a holiday may bank holiday time at an hour for hour basis in lieu of financial payment during the pay period.
3. There shall be no limit on holiday hours accrued.
4. All full-time, non-exempt employees shall be paid for the following designated holidays and when required to work on such days, hourly employees shall be paid at a rate of time and one half for hours worked in addition to Holiday pay. Under no circumstances shall temporary, seasonal, provisional or part time employees be entitled to the provisions of this section.

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Two Personnel Days

5. When one of the above holidays falls on a Saturday, the Friday immediately preceding that Saturday, may be observed as the holiday if Saturday is not a regular work day of the department. If Saturday is a regular work day for the department, then Saturday will be observed as the holiday. When one of the holidays falls on a Sunday, the Monday immediately following that Sunday may be observed as the holiday if Sunday is not a regular work day of the

department. If Sunday is a regular work day for the department, Sunday will be observed as the holiday. Exceptions to this rule may be necessary for departments such as the Police Department who operate 24 hours a day, every day of the year. Other exceptions may be made by the City Manager.

6. Employees must be on active pay status and/or work their scheduled hours on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday, in order to qualify for the unworked holiday pay.

7. There shall be no duplication or pyramiding in the computation of overtime pay on hours worked during a holiday.

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

10. 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.

11. 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.

12. Exempt employees eligible for holiday leave who are scheduled to work on the designated holiday must take the holiday during the same month in which it occurs. Carryover of holiday leave is not allowed.

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 assignments of days off.
2. After promotion, time spent in a subordinate rank(s) shall continue to accrue.

ARTICLE 34  
SHIFT EXCHANGE

1. Bargaining unit employees assigned to the uniformed patrol division will bid for shifts of four (4) 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. In the event of a shift vacancy, employees will be permitted to re-bid in accordance with the provisions of this section.
  - E. 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. A fellow employee volunteers for the exchange.
  - B. It is requested and approved sufficiently in advance so as not to work a hardship on either employee or Employer.
  - C. It does not interfere with the regular operation of the department.
  - D. 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.

ARTICLE 35  
RETIREMENT BENEFIT (401a)

1. Sworn employees are entitled to retirement benefits from the Florida Retirement System (FRS). This is a defined benefit plan where employees do not make contributions to their retirement except contributions required by the Florida Retirement System.
2. The City also offers a supplemental 457 deferred compensation plan where the employee makes contributions to his retirement, but the City does not make any contributions, except as provided below.
3. The City will not contribute the difference between the special risk rate and the regular class rate into the employee's 401a retirement account for sworn personnel hired after June 24, 2010 who have retired under the FRS and are no longer eligible for the "special risk" retirement and who receive regular class rate contributions to their FRS plan. Those employees who were receiving the difference between the special risk rate and the regular class rate prior to June 24, 2010 will continue to receive the difference into the employee's 401a retirement account.

ARTICLE 36  
ACTING RANKS

1. Any employee who is designated to act in a rank higher than his permanent rank and who actually performs the duties of the higher rank shall receive 5% increase to his/her salary for the time spent in such capacity, exceeding the number of hours the employee would ordinarily work in a 1-week time period.

ARTICLE 37  
NIGHT DIFFERENTIAL

1. Employees who are assigned to and work the afternoon shift (defined for this Article as a shift that starts after 12:00 noon but before 5:00 p.m.) will be paid an additional 3% of their base rate of pay for each hour worked on that shift.
2. Employees who are assigned to and work the night shift (defined for this Article as a shift that starts after 5:00 p.m.) will be paid an additional 8% of their base rate of pay for each hour worked.
3. Detectives who start their work day after 12:00 noon will be paid an additional 3% of their base rate of pay for each hour worked that day.

ARTICLE 38  
CONFLICTING PROVISIONS

1. If any article of this agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any court or other tribunal having jurisdiction of the parties and this agreement, such ruling shall not invalidate the remaining articles and portions of articles of this agreement.
2. In the event that any Article is deemed invalid, the City and the PBA agree to commence negotiation on a replacement Article within thirty (30) days.



ARTICLE 39  
ENTIRE AGREEMENT

1. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

2. In the event of a conflict between this Agreement and the provisions of the 2012 Employee Policies and Procedures Manual (EPPM), the provisions of this Agreement shall control. In the event a policy or procedure is addressed in the 2012 Employee Policies and Procedures Manual (EPPM) but not addressed in this Agreement, the policy or procedure set forth in the EPPM shall apply to bargaining unit members.

3. Bargaining unit employees are subject to all Police Department rules and regulations.

4. Nothing herein constitutes or shall be interpreted to constitute a waiver by the PBA of the right to receive notice of and the opportunity to bargain over any modification to wages, benefits, or conditions of employment without regard to whether the modification is proposed in the EPPM or otherwise.

ARTICLE 40  
DURATION

1. This Agreement shall commence on ratification and terminate on September 30, 2019.
2. This Agreement may be reopened by the City in the second year of the Agreement (FY 2017-2018) to negotiate concerning operational issues only.

SIGNATURE PAGE

CITY OF DORAL, FLORIDA

DADE COUNTY POLICE  
BENEVOLENT ASSOCIATION, INC.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Ratification by the Bargaining Unit \_\_\_\_\_

Date of Ratification by the City Council: \_\_\_\_\_