

**AMENDMENT  
TO THE  
COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
THE CITY OF DORAL  
AND  
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**

This First Amendment (the "Amendment") to the Collective Bargaining Agreement (the "CBA") by and between the City of Doral (the "City") and the Dade County Police Benevolent Association, Inc. ("PBA"), as representative of Officers and Sergeants of the Doral Police Department ("CBU"), is entered into this 10<sup>th</sup> day of November, 2015.

**RECITALS**

**WHEREAS**, the City and PBA entered into the CBA in April of 2014 for a period of three (3) years, meant to cover fiscal years 2013-2016; and

**WHEREAS**, the CBA called for the re-opening of negotiations for the terms of Article 3, "At-Will Employment," and Article 30, "Compensation," for the third year (FY 2015-2016) of the agreement; and

**WHEREAS**, after amicable negotiations, the City and the PBA agree to the modifications of the CBA specified in this Amendment; and

**WHEREAS**, the CBU unanimously approved the terms of the amendment in October of 2015; and

**WHEREAS**, the Mayor and City Council unanimously ratified terms of the Amendment during its October Regular Council Meeting and authorized the City Manager to execute same.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged and agreed by the City and the PBA, the City and PBA hereby agree to modify the CBA in accordance to the following:

**SECTION 1. MODIFICATION OF TERMS.** The terms of the CBA as it relates to the articles references below are struck, modified, and replaced as specified in this section. Unless the context otherwise requires, all initial capitalized terms used but not defined in this Amendment, shall have the meaning or meanings given to such terms in the CBA. This Amendment shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in, the CBA.

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%).

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**SECTION 2. REMAINING TERMS.** Except as provided for in this Amendment, the CBA shall otherwise remain in place and in full force and effect.

**SECTION 3. UNENFORCEABILITY OF PROVISIONS.** If any provision of this Amendment, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**SECTION 4. ENTIRE UNDERSTANDING.** This document and any schedule and/or exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**SECTION 5. COUNTERPARTS.** This Amendment may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on November 10, 2015. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and the individual referenced below for the PBA, who has been duly authorized to execute same.

ATTEST:

CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk

By:   
\_\_\_\_\_  
Edward A. Rojas, City Manager

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

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.,  
City Attorney

**DADE COUNTY POLICE BENEVOLENT  
ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
John Rivera, President