

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Eric Carpenter, City Manager
DATE: November 20, 2024 1:36 p.m. Public Hearing

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING PURSUANT TO SECTION 5.04 OF THE CITY CHARTER AND PRESENTATION OF A PRE-COLLECTIVE BARGAINING ANALYSIS OF FRINGE BENEFITS, RATIFYING A THREE (3) YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE ("FOP"), WILLIAM NICHOLS LODGE NO. 8, FOR THE PERIOD FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE MAYOR, CITY MANAGER, POLICE CHIEF, AND CITY CLERK TO EXECUTE THE LABOR AGREEMENT, SUBJECT TO THE CITY COMMISSION'S APPROVAL OF THE CORRESPONDING CLASSIFIED SALARY ORDINANCE, WITH SECOND READING SCHEDULED FOR DECEMBER 11, 2024.

RECOMMENDATION

Adopt the Resolution.

BACKGROUND/HISTORY

The City's workforce is divided into Seven (7) Salary Groups: Group I represented by the American Federation of State, County and Municipal Employees ("AFSCME") Local 1554; Group II represented by the Fraternal Order of Police ("FOP"), William Nichols Lodge No. 8; Group III represented by the International Association of Firefighters ("IAFF"), Local 1510; Group IV represented by the Communications Workers of America ("CWA"), Local 3178; Group V represented by the Government Supervisors Association of Florida ("GSAF"), OPEIU, Local 100; Group VI comprising of of classifications in the classified service not covered by a bargaining unit (commonly referred to as "Others"); and Group VII comprising of Unclassified employees.

ANALYSIS

On October 1, 2024, the three-year collective bargaining agreement between the City of Miami Beach and the FOP covering the period of October 1, 2021 through September 30, 2024 expired. The City and FOP began meeting on March 7, 2024, to negotiate a successor agreement. After nine formal negotiation sessions, on September 5, 2024, the City and FOP reached a tentative three-year agreement ("Agreement") covering the period of October 1, 2024, through September 30, 2027. The FOP leadership held a ratification vote ending on October 24, 2024, whereby the proposed 2024-2027 agreement was approved by 87% of the bargaining unit members who voted, attached as Exhibit C.

The following is a summary of the newly negotiated terms between the parties:

General Provisions

3.2 Grievance Procedure – Modifications to the Step III hearing grievance process; Grievances filed at Step 3 that are not supported by the FOP grievance committee shall be settled at Step 3 and may not proceed to arbitration.

Article 5 Management Rights – to conduct performance evaluations

7.3 Four-Day Workweek – Detention officers will work a four-day workweek

7.5 Distribution of Overtime Opportunity - Upon written request of either party, the parties agree to provide for a reopener to discuss the concept of a protective day that would guarantee employees are not forced to work on such day.

7.7 Forced Holdover- modifications and clarification to when forced holdover is applied. This provision does not include unexpected occurrences such as natural or manmade disasters. This provision does not apply to unplanned overtime. This provision does not apply to “carry-over overtime” as described below, such as being held over the end of any shift due to investigations, late calls for service or for any need for additional police presence as determined by the Chief or his designee, unless there is a holdover as described above.

8.2 Police Vehicle Policy - at fault preventable accidents will result in take-home vehicle privileges suspended as outlined in the tentative agreement.

8.26 Me Too with the IAFF - Clarifying language to limit the scope of the “Me too” to COLA’s, aspects of pension benefits provisions, and aspects of pay steps.

8.27 CJSTC Police Instructor Incentive Pay – Adjustment to overfill the list of CJSTC Police Instructors temporarily exceeding the cap of 75 by up to 8 employees. Through attrition, the cap will revert to 75.

Article 14 Drug Testing - reopener for purposes of negotiating over improved changes to cannabis testing, subject to mutual agreement of the parties as memorialized by the execution of a memorandum of understanding.

16.1 Promotions – Reopener for purposes of negotiating over improved changes to the promotional exams to gain the most qualified leaders for positions through appropriate tests.

Cost-Of-Living Adjustments (COLA)

8.1 Wage Increases:

- 3% effective with the first full pay period ending in July 2025
- 3% effective with the first full pay period ending in April 2026
- 3% effective with the first full pay period ending in April 2027

Other Economic Items

8.2 Police Vehicle Policy – Addition of Collier County for a biweekly fee of \$75.00.

8.3 Compensation Plan - Effective upon ratification of this agreement, in consultation with the FOP President, the Chief will develop a performance-based program that provides for a 1% one-time, non-pensionable bonus to be available to each employee in each year of the contract beginning on the first full pay period after April 1, 2025, April 1, 2026 and April 1, 2027, for achieving the department's annually measurable goals and objectives set forth by the department. If needed, the City Manager will render final decisions in areas of conflict or concern.

8.4 Step and Longevity Increases - An additional 4% step at the end of the range in year one (1) and an additional 4% step at the end of the range in year two (2) for police officers and for detention officers. A 4% adjustment to the range in year one and a 4% adjustment to the range in year two for sergeants and lieutenants, helping us rank among the top agencies for police pay in South Florida.

8.6 Hazardous Duty Pay – increase to \$175.

8.7 Holidays – There is an addition of Public Safety Appreciation Day observed on the 4th Friday in October.

8.9 Sick and Vacation Leave Accrual and Payment on Termination – Increase from 75% of sick leave payment upon termination up to the cap to 100% of sick leave payment upon termination up to the cap and a one-to-one conversion of sick to vacation in accordance with the City's updated Classified Leave Ordinance.

8.10 Sick Leave Sell Back Program - Removal of emergency leave (EVACs) and increase in the number of hours to sell back and deducted from the cap.

8.11 Bereavement – increase in bereavement benefit offered in the Classified Leave ordinance.

8.13 Out of Classification Pay - increase from \$3 to \$5.

8.15. Call In Pay, On Call Pay, and Telephone Calls – Members designated as “on-call” will receive the 2.5% supplement pay only once, regardless of participation in multiple eligible groups.

8.21 Quality of Life – Specialty pay will be rolled into base pay. Elimination of specialty pay.

8.24 Premium Pay Supplement Contingent Upon the Department Obtaining and Maintaining Certain Accreditations - Specialty pay will be rolled into base pay. Elimination of specialty pay.

8.31 CJIS Pay – 5% of the 6% specialty pay will be rolled into base pay. CJIS will remain at 1%.

8.36 Special Operations Incentive - Provide 2.5% incentive pay for the Rapid Intervention Team (RIT) up to 40 officers as assigned by the Chief.

8.37 Housing Stipend - The City will continue the housing stipend at \$360 (up to a maximum of 50 sworn police employees in FOP, sworn Fire employees in IAFF, and Code Enforcement officers in CWA combined).

8.38 Signing Bonus – The program will conclude when the allocated funds of \$400,000 are exhausted, paying out enrolled recruits as per their executed contracts. Allow 3 officers who were recruited before January 2024 to enter the program with a fully executed contract.

11.4 Uniforms and Clothing Allowance - Specialty pay will be rolled into base pay. Elimination of specialty pay.

Miscellaneous Items

8.23 Pension – clarifying language and additional language tying the current FAME to the current disability benefit.

9.9 Post Employment Health Program - The contribution for PEHP will increase from \$25 to \$50 biweekly. Additionally, upon separation from service, all employees will contribute into their PEHP account 100% of unused sick and/or vacation leave at dollar-for-dollar value, for up to a combined maximum of 500 hours.

16.6 Education Points & Military Service Points - Only one degree shall count towards education credit (highest degree). Also, each year of full-time active-duty military service completed honorably is 0.25 points; Every two years of active reserve military service or national guard service completed honorably is 0.25 points.

FISCAL IMPACT STATEMENT

The terms and conditions of the proposed three-year labor agreement between the City and FOP assume an estimated impact of \$3,188,796 for FY 2024/25, \$4,670,913 for FY 2025/26, and \$4,823,760 for FY 2026/27. The total estimated three-year impact is \$12,683,468. (See FOP Contract Fiscal Impact Exhibit for a detailed analysis.)

Attached as Exhibit B is a written report presented by the City Manager or his designee as required by Section 5.04 of the City Charter, detailing the current status and related fiscal impacts of fringe benefits, including pension and health insurance plans. The fringe benefits including pensions and insurance plans provided by or funded by the City to its officers and employees have been considered and incorporated into the City budget inclusive in each Department's line items.

Does this Ordinance require a Business Impact Estimate?
(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:
See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/>

FINANCIAL INFORMATION

See above fiscal impact statement. Fiscal year 2024/25 salaries and benefits are funded through the Police Department funds in the City's 2024/25 budget.

CONCLUSION

The Administration finds the provisions of this contract fair to the employees and fiscally responsible for the City. Therefore, adoption of this resolution is recommended. Exhibit A to the resolution is a copy of the proposed labor agreement.

The City Attorney's Office has reviewed and approved the contract language as in form and legal sufficiency.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

Yes

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Human Resources

Sponsor(s)

Co-sponsor(s)

Condensed Title

1:36 p.m. PH, Ratify 3-Year Labor Agreement w/ FOP (Oct. 1, 2024 - Sept. 30, 2027). HR