

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: October 30, 2024 2:15 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 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS ("IAFF"), LOCAL 1510 FOR THE PERIOD FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AND AUTHORIZING THE MAYOR, CITY MANAGER, FIRE CHIEF, AND CITY CLERK TO EXECUTE THE AGREEMENT, SUBJECT TO THE CITY COMMISSION'S APPROVAL OF THE CORRESPONDING CLASSIFIED SALARY ORDINANCE, WITH SECOND READING SCHEDULED FOR NOVEMBER 20, 2024.

RECOMMENDATION

Adopt the Resolution.

BACKGROUND/HISTORY

The City's workforce has classified employees categorized into six (6) 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; and Group VI comprising of all other classifications in the classified service not covered by a bargaining unit (commonly referred to as "Others").

ANALYSIS

On October 1, 2024, the three-year collective bargaining agreement between the City of Miami Beach and the IAFF covering the period of October 1, 2021 through September 30, 2024 expired. The City and IAFF began meeting on May 8, 2024, to negotiate a successor agreement. After six formal negotiation sessions, on July 11, 2024, the City and IAFF reached a tentative three-year agreement ("Agreement") covering the period of October 1, 2024 through September 30, 2027.

The IAFF leadership held a ratification vote for the Agreement with the contract passing by 99.3% approval of the IAFF membership (see Exhibit C).

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

General Provisions

6.13 Promotional Examinations and Appointments – Clean up language; New degrees have been added for promotions and educational points; Written exam passing score increased from 70% to 80%, and the assessment component changed to a pass/fail.

7.23 “Me too” with the FOP - Me Too clause restricted to COLAs, Pension enhancements, or step plan structure.

Article 11 Drug Testing - Reopener to discuss possible modification to cannabis testing.

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

7.1 Wage Increases – Two additional steps were added to the Firefighter pay scale effective July 2025 and July 2026, respectively. Pay scales for Fire Lieutenant and Fire Captains are to be adjusted by 4% effective July 2025 and July 2026, respectively.

7.8 Work Out of Classification – Increase from \$3 to \$4

7.11 Holidays – addition of Public Safety Appreciation Day to Holidays

7.14 Sick and Vacation Leave Accrual and Maximum Payment of Termination – The must-use cap on vacation accrual increased from 500 to 600 hours (from 750 to 900 for 24-hour shift employees).

7.15 Sick Leave Sell Back Program – Increase in sell back hours from 96 to 110 for non-shift employees with less than 15 years of service and from 144 to 168 for shift employees. Increase in sell-back hours from 136 to 168 for non-shift employees with more than 15 years of service and from 204 to 252 hours for shift employees.

7.15 Sick Leave Sell Back Program – Attendance Leave Incentive increase for 24-hour personnel from one 12-hour day off for each 6-month period to 24-hour day off.

7.16 Hours of Work – Effective after the last pay period of July 2025, the Firefighter ‘A day’ every fifth shift will be eliminated and converted into an “A+ day” (“Adonis Day”) that will occur every fourth shift, resulting in the average pay period for twenty-four (24) hour shift personnel to be 84 hours in a 14-day period.

In order to implement the change, the City will hire 15 firefighters.

7.17 Health Trust Contribution – In addition to the 10% PEHP contribution made by the members, 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 500 hours (increase from

300 to 500). The amount will be calculated after all other sell-backs available to the employee have been used or completed.

7.20 On-Call Pay – Increase from \$400 to \$500.

7.21 Rescue Out of Class – Increase from \$3 to \$5.

7.22 Pension – Increase in DROP from 8 to 10 years; 3-Year Fame; Reduction in Disability Pension from 85% to 50%.

7.35 Second Language Pay – addition of Jamaican Creole Patois.

7.36 Take Home Vehicle - Take Home Vehicle user fee implemented to match FOP.

7.38 Housing Stipend - The City shall pay a housing stipend of \$360 per month for bargaining unit employees (up to a maximum of 50 police, fire, and code employees combined) living within the Miami Beach City limits upon confirmation of residency by the Human Resources Department.

Miscellaneous Items

9.1 Educational Leave and Tuition Refund – Reimbursement shall be paid no later than 90 days from receipt of documentation and language clarification.

FISCAL IMPACT STATEMENT

The terms and conditions of the proposed three-year labor agreement between the City and IAFF assumes an estimated impact of \$1,160,109 for FY 2024/25; \$5,331,995 for FY 2025/26; \$5,431,488 for FY 2026/27. The total estimated three-year impact is \$11,923,592. (See IAFF 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-notice/>

FINANCIAL INFORMATION

See above fiscal impact statement. Fiscal year 2024/25 salaries and benefits are funded through the Fire 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, the adoption of this resolution is recommended. Exhibit A to the resolution is a copy of the proposed labor agreement.

The City Attorney's Office in conjunction with outside counsel has reviewed and approved the contract language as to form and legal sufficiency.

Applicable Area

Citywide

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

No

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

2:15 p.m. PH, Ratify 3-Year Labor Agreement w/ IAFF, Oct. 1, 2024 - Sept. 30, 2027. HR