

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: November 20, 2024 1:35 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 GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA ("GSAF"), OPEIU LOCAL 100, FOR THE PERIOD FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE MAYOR, CITY MANAGER 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 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 GSAF covering the period of October 1, 2021 through September 30, 2024 expired. The City and GSAF began meeting July 11, 2024, to negotiate a successor agreement. After three formal negotiation sessions, on September 17, 2024, the City and GSAF reached a tentative three-year agreement ("Agreement") covering the period of October 1, 2024 through September 30, 2027.

The GSAF leadership held a ratification vote on November 12, 2024, for the proposed agreement attached as Exhibit A. The result of their vote is provided as Exhibit C.

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

General Provisions

1.2 Unit Description - The City agrees to provide the Union with an updated list, as requested, of employees who have been hired, promoted, and/or transferred into positions within the bargaining unit.

Article 2 Deduction of Union Dues - Clean up language: The city no longer deducts biweekly association. The union is responsible for union dues.

Article 3 Management Rights - Nothing contained in this Agreement shall prohibit the implementation of personnel actions the City deems necessary to comply with the Americans with Disabilities Act (ADA).

Section 8.8 Uniform Allowance - The City agrees to a labor management meeting(s) regarding uniform issues.

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 Holidays – addition of Public Safety Appreciation Day to Holidays

8.10 Shift Differential – Communications Employees assigned to GSAF-Local 100 shall receive \$.75 for hours worked from 2 p.m. to 10 p.m. and \$1.00 for the Midnight shift for hours 10 p.m. to 6 a.m.

8.11 Rate of Pay When Working Out of Class – Increase from \$1 to \$2

8.13 Perfect Attendance Bonus – Effective upon ratification of this Agreement, up to two (2) instances of Bereavement leave shall not be counted against employees under this Section for attendance bonus.

Employees out on Injury Service Connected (ISC) will not be eligible for the perfect attendance bonus.

8.15 Sick and Vacation Leave Accrual, Sell Back, and Maximum Payment on Termination—All employees covered by this Agreement may participate in an annual sell-back program as defined in the Classified Leave Ordinance and implemented by the City Manager.

8.19 Beach Patrol Certification Pay - Increase EMT pay from 7 to 8% per MOU.

NEW - CPR Instructor-Level Certification Pay. Effective upon ratification of this Agreement, Beach Patrol Operations Supervisors who obtain and the CPR Instructor-Level certification shall receive fifty (50) dollars per pay period.

8.20 Skill Pay Supplement – increase in skill pay supplement for Fire/Fleet Management, Public Works Department, and Building Department (see Exhibit A GSAF CBA redline).

8.22 Accreditation Performance Incentive - increase in accreditation pay of \$750 every three months (see Exhibit A GSAF CBA redline).

8.23 PSCD Performance Skills Pay (NEW) – Dual dispatch skill pay up to \$1,250 (see Exhibit A GSAF CBA redline).

8.25 Training Supplement (NEW) - Effective upon ratification of this Agreement, Communication Supervisors and Parking Enforcement Operations Supervisors shall receive three (3) dollars per hour while scheduled and approved to work training new employees at their own classification or above.

8.26 Second Language Pay (NEW) - Employees from the Public Safety Communications Division, who are conversationally proficient in a second of the following languages: Spanish, Creole, Portuguese, Hebrew, French, Russian, Cantonese, Mandarin, Italian, Czech, Korean, or American Sign Language, shall be eligible to receive second language pay equal to 2% of their biweekly base pay.

8.27 Recruitment (NEW) - Effective upon ratification of this Agreement, in order to attract the best possible candidates including during difficult market conditions, the City may offer a qualified candidate up to 35% above the minimum of the pay range. If needed, the City may adjust current employees' salaries that are below the starting pay in order to ensure equity.

Article 9 Insurance - Effective upon ratification of this Agreement, the City will offer a one-month holiday from employee contributions to the health insurance and dental insurance plans in December 2024.

11.6 Promotions - When an employee is promoted from a lower classification to a higher classification, the promotional rate will be ten percent (10%) provided that the salary is within the new range. In the case of promotions to GSA, the City will consider base and percentage premium pay.

Miscellaneous Items

Article 12 Drug Testing – Reopener on possible modifications to drug testing.

FISCAL IMPACT STATEMENT

The terms and conditions of the proposed three-year labor agreement between the City and GSAF assumes an estimated impact as in the attachment. (See GSAF 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 each Department's line items in multiple funds in the City's 2024/25 budget.

CONCLUSION

The Administration finds the provisions of this contract as 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 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

1:35 p.m. Ratify 3-year Labor Agreement w/ GSAF October 2024 to September 2027. HR