MIAMIBEACH

COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Alina T. Hudak, City Manager

DATE: September 14, 2022

SUBJECT: **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 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME"), LOCAL NO. 1554, FOR THE PERIOD FROM MAY 1, 2022 THROUGH APRIL 30, 2025; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO THE CITY COMMISSION'S APPROVAL OF THE CORRESPONDING CLASSIFIED SALARY ORDINANCE, WITH SECOND READING SCHEDULED FOR SEPTEMBER 28, 2022.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

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 May 1, 2022, the three-year collective bargaining agreement between the City of Miami Beach and the AFSCME covering the period of May 1, 2019 through April 30, 2022 expired. The City and AFSCME began meeting in February 24, 2022 to negotiate a successor agreement. After six formal negotiation sessions, on July 12, 2022, the City and AFSCME reached a tentative three-

year agreement covering the period of May 1, 2022 through April 30, 2025.

The AFSCME leadership will hold a ratification vote on September 8, 2022, for the proposed agreement, attached as Exhibit A, with the results of the vote to be delivered to the City Commission before or on the Commission meeting of September 14, 2022.

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

General Provisions

4.11 Union Time Bank – Union time bank hours will increase from 1,040 to 1,250.

8.7 Safety Shoes - Recreation Leader I, II and Recreation Program Supervisor shall receive the safety shoe allocation once per contract period rather than every October.

8.23 Landfall Team - Designated Landfall Team Members shall be allowed up to eight (8) hours to secure personal property prior to a weather-related emergency event.

8.24 Leave Sell Back Program - The parties shall meet within one year of ratification to discuss some form of leave sell back.

10.18 Educational Leave, and Tuition Refund – Language clarification and increase to reflect City Resolution No. 2017-29714.

Cost-Of-Living Adjustments (COLA)

8.1 Wage Increases:

- 2% retroactively effective with the first full pay period ending in May 2022
- 3% effective with the first full pay period ending in May 2023
- 3% effective with the first full pay period ending in May 2024

Other Economic Items

7.4 Weekly Overtime –Jury duty will be included as time worked for purposes of computing overtime.

8.1 Wages – Merit guidelines will change to allow bargaining unit members to now receive up to 3% as follows: an employee who receives a score between 3.00 and 3.49 shall be eligible for a one percent (1%) merit increase, an employee who receives a score between 3.5 and 3.99 shall be eligible for a two percent (2%) merit increase, and an employee who receives a score between 4 and 5 shall be eligible for a three percent (3%) merit increase.

Any employee whose salary exceeds the maximum of the salary range for his/her position shall be eligible to receive a one-time, non-pensionable payment, up to 3%.

8.1 Wages – Performance Improvement plans will be implemented after a midterm or final evaluation that does not meet expectations or as soon as possible after poor performance is noted.

8.1 Wages – The salary grade for Water Supervisor will increase from A15 to A16 with a one-time five percent salary increase to the base pay.

8.2 Shift Differential – There is an increase from .45 cents to .75 cents for regular shifts beginning after 2:30PM and an increase from .55 cents to $1.00 for regular shifts beginning after 11PM.

8.3 Holidays – There is an addition of the Juneteenth holiday and a conversion of the birthday holiday to an additional floater.

8.4 Holiday Pay – Employees will be paid straight time for a holiday when the holiday occurs on the employee's day off, in addition to paying for time worked.

8.12 Bereavement - In case of death in the immediate family of an employee, three (3) scheduled workdays off per death and two (2) additional sick days, if needed, shall be granted to the employee at straight time. Any additional time needed after five (5) days will be vacation with approval.

8.15 Certificates – There is, for the Waste Water Collection section ONLY, a one-time, non-pensionable payment shall be made to employees who earn their A, B, or C Certification as follows:

C Certification $300

B Certification $600

A Certification: $900

8.16 Pay for Hazard Duty – There is an increase from $5 to $7 with an addition of $7 per dead animal an employee must remove.

8.16 Furlough/COVID Relief - In consideration that this bargaining group gave furlough days, employees will receive a one-time, non-pensionable, bonus as follows:

$2,000 for full time employees who made more than $50,000 on Sept 30, 2021
$1,500 for full time employees who made less than $50,000 on Sept 30, 2021
$1,000 for part time employees who took furloughs (or were "laid off")

8.20 Skill Pay Supplement – There is an increase of skill pay supplement for Mechanics and Fleet Service Representatives/Parts Specialists as follows:

Mechanics

ASE Certification	A1	Engine Repair	$86.48/month
ASE Certification	A2	Automatic Transmission/Transaxle	$86.48/month
ASE Certification	A3	Manual Drive Train & Axles	$86.48/month
ASE Certification	A4	Suspension & Steering	$86.48/month

ASE Certification	A5	Brakes	$86.48/month
ASE Certification	A6	Electrical/Electronic Systems	$86.48/month
ASE Certification	A7	Heating & Air Conditioning	$86.48/month
ASE Certification	A8	Engine Performance	$129.72/month

Fleet Service Representatives/Parts Specialist

Parts Specialists	P1	Med/Heavy Duty trucks	$86.48/month
Parts Specialists	P2	Automotive	$86.48/month
Parts Specialists	P3	3rd Certification - as determined by ASE	$86.48/month

8.22 Emergency Pay – Employees who are ordered to work, while other are sent home in a non-work status with pay, shall be paid at double their straight hourly wages for all hours worked until the state of emergency has been lifted by the City, for up to five (5) days.

10.14 Perfect Attendance Bonus – There is an increase from $400 to $600. Two instances of bereavement shall not be counted against employees for purposes of the attendance bonus.

Miscellaneous Items

1.5 Information to be Provided to Union by City – Additional information including employee ID, cell phone number, email, and union fees to be included in a report to be provided up to four times a year.

Article 6 Management Rights – Strike through of the word "civil" in order to clarify that all emergency conditions apply not just civil emergencies.

8.14 Injury Service Connected – Strike through "with the approval of the City Commission."

10.19 Meetings Leave - The Union shall have the right to designate up to two (2) representatives, authorized with pay for time he/she would have otherwise been working, to attend any formal meetings.

Article 12 Conduct and Performance Expectations – Strike through entire section as obsolete.

ESTIMATED FISCAL IMPACT

The terms and conditions of the proposed three-year labor agreement between the City and AFSCME assumes an estimated impact of $865,083 for FY 2021/22; $733,606 for FY 2022/23; $1,348,472 for FY 2023/24. The total estimated three-year impact is $2,947,161.

Attached as Exhibit B is a written report presented by the City Manager or her 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.

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 to form and legal sufficiency.