

MEMORANDUM

Agenda Item No. 11(A)(11)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving and ratifying memorandum of understanding by and among Miami-Dade County, the Public Health Trust and the American Federation of State, County and Municipal Employees, Local 1363, which provides for a temporary retroactive one percent hazard pay increase to base pay to current bargaining unit employees assigned patients who tested positive or are under investigation for COVID-19

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Acting Chairwoman Rebeca Sosa.



Geri Bonzon-Keenan
Successor County Attorney


GBK/smm



MEMORANDUM
(Revised)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 11(A)(11)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(11)
12-15-20

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING MEMORANDUM OF UNDERSTANDING BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1363, WHICH PROVIDES FOR A TEMPORARY RETROACTIVE ONE PERCENT HAZARD PAY INCREASE TO BASE PAY TO CURRENT BARGAINING UNIT EMPLOYEES ASSIGNED PATIENTS WHO TESTED POSITIVE OR ARE UNDER INVESTIGATION FOR COVID-19

WHEREAS, on November 13, 2020, the Miami-Dade County Board of County Commissioners (“this Board”) adopted Resolution No. R-1157-20, directing the Public Health Trust of Miami-Dade County (hereinafter the “PHT”) to negotiate an additional temporary one percent hazard duty pay supplement with the collective bargaining agents representing employees that are assigned to work in close contact with patients that tested positive for or were suspected of having COVID-19; and

WHEREAS, consistent with the directive in Resolution No. R-1157-20, the President and staff of the PHT which operates the Jackson Health System have negotiated in good faith with representatives of the American Federation of State, County and Municipal Employees, Local 1363 (hereinafter referred to as “AFSCME”) which is the duly certified collective bargaining agent representing bargaining unit members of AFSCME employed by the PHT; and

WHEREAS, such negotiations have resulted in a memorandum of understanding between the PHT and AFSCME (hereinafter referred to as “MOU”), a copy of which is attached to the accompanying PHT Chairman’s Memorandum to this Board, which is incorporated herein by reference; and

WHEREAS, the PHT Board of Trustees has scheduled the vote to approve the MOU on December 15, 2020, the same day as this Board's meeting; and

WHEREAS, although the PHT Board of Trustees will not have approved the MOU until December 15, 2020, ratification is recommended by the PHT Chairman in the accompanying memoranda, which will allow the payment of the hazard pay provided by the MOU during 2020 without further delay; and

WHEREAS, the MOU is pending a ratification vote by the AFSCME bargaining unit members which is expected to be completed during December 2020; and

WHEREAS, chapter 25A of the Code of Miami-Dade County provides that the PHT shall not be authorized to enter into a contract with a labor union or other organization representing employees without first having obtained the approval of this Board; and

WHEREAS, in addition, Miami-Dade County and the PHT have a joint employer relationship for collective bargaining purposes under state public employee relations laws, Chapter 447, Florida Statutes, as determined by the Florida Public Employees Relations Commission; and

WHEREAS, as such, the PHT does not have the independent authority to enter into labor contracts, and the County, as a matter of state law, is a party to and is bound by the contracts with the PHT's labor unions; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying PHT Board Chairman's Memorandum,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the memorandum of understanding between Miami-Dade County, the Public

Health Trust and AFSCME Local 1363 for the period of March 1, 2020 and continuing until December 30, 2020, in substantially the form attached to the accompanying PHT Chairman’s Memorandum.

The Prime Sponsor of the foregoing resolution is Acting Chairwoman Rebeca Sosa. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|--------------------------------|------------------------|
| Rebeca Sosa, Acting Chairwoman | |
| Jose “Pepe” Diaz | Sen. René García |
| Oliver G. Gilbert, III | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Sen. Javier D. Souto |

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of December, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.




Eric A. Rodriguez



Miracles made daily.

TO: Honorable Acting Chairwoman/ Vice-Chairwoman Rebeca Sosa and Members, Board of County Commissioners

FROM: William J. Heffernan
Chairman, Board of Trustees of the Public Health Trust 

DATE: December 4, 2020

RE: Memorandum of Understanding providing for hazard pay of an additional 1% increase of base pay between Miami-Dade County, Florida, the Public Health Trust and American Federation of State, County and Municipal Employees, Local 1363 (AFSCME)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this resolution to ratify the attached Memorandum of Understanding between Miami-Dade County, Florida, the Public Health Trust and the American Federation of State, County and Municipal Employees, Local 1363 (hereinafter, "AFSCME"). This Agreement covers approximately 5,200 employees of the PHT.

Scope

The impact of this agenda item affects all part-time and full-time employees of the Jackson Health System who are members of the AFSCME bargaining unit directly or indirectly involved in the care of patients who either tested positive for or are listed as under investigation for COVID-19.

Fiscal Impact/Funding Source

The total amount of the funding for this Memorandum of Understanding will not exceed \$3 million dollars (that total is for all employees; union and non-union). The Mayor or his designee will identify the funding source for this Memorandum of Understanding.

Track Record/Monitor

The monitoring and implementation of Memorandum of Understanding is overseen by Michelle Kligman, Vice-President of the Human Resources Administration, and Chief Experience Officer.

Background

This Memorandum of Understanding is a product of good-faith negotiations between the PHT and AFSCME. Both parties recognize that the COVID-19 pandemic poses an increased risk to the health and safety of residents, interns, and fellows providing direct and indirect care to COVID-19 patients at Jackson Health System. Accordingly, the parties agree to provide additional compensation to the AFSCME bargaining unit who are on the frontline of this public health crisis and who have placed the needs of the community above their own. This MOU is pending a ratification vote by the CIR bargaining unit members which is expected to be completed during December 2020. I have recommend that the Board ratify the MOU.

Terms of Agreement

This Memorandum of Understanding provides for an additional 1% increase of base pay for total hours actually worked of AFSCME bargaining unit members in the care, directly or indirectly, of patients who either tested positive for or are listed under investigation for COVID-19. This pay increase will be effective March 1, 2020 and continue until December 30, 2020. Even if the public health emergency determination extends beyond December 30, 2020, the CARES Act requires that the costs sought to be funded be incurred no later than December 30, 2020.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 24th day of NOVEMBER 2020, by and between the Jackson Health System/Public Health Trust ("JHS"), and the American Federation of State, County and Municipal Employees, Local 1363, ("AFSCME") collectively referred to as the "Parties".

WHEREAS, the Parties recognize that the COVID-19 world pandemic poses an increased risk to the health and safety of employees giving direct care to JHS COVID-19 Patients;

WHEREAS, the Parties desire to provide additional compensation to the above-mentioned employees who have placed the needs of their community above their own during these unprecedented circumstances;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree to voluntarily enter into this MOU, which contains the following agreements and stipulations:

1. This MOU is applicable to all full-time and part-time covered by collective bargaining agreements between JHS and AFSCME who was assigned a patient who either tested positive for or is listed under investigation for COVID-19 ("COVID-19 Patient") or who was involved in patient care at the Jackson Health System/Public Health Trust during the COVID-19 pandemic between March 1, 2020 and December 30, 2020.
2. Eligible employees will receive an additional 1% increase of base pay for total hours of actual work described in paragraph 1 and 2, excluding overtime, with the exception of scheduled overtime (i.e. 4/3 schedule).
3. Eligible employees will not receive the additional 1% increase for hours spent working from home, on FMLA, Personal Leave, Medical Leave, Educational Leave, Bereavement Leave, Military Leave, Business Administrative Leave and Sick days.
4. The Parties agree that this is a onetime non-precedent setting agreement, that no promise, inducement or agreement not expressly contained herein has been made, that this MOU contains the entire agreement between the parties hereto, and that the terms of this MOU are contractual and not a mere recital; and

IN WITNESS HEREOF, the undersigned Parties have caused this MOU to be executed by their duly authorized representatives as of the day and year written above.

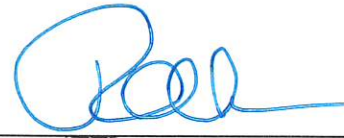
American Federation of State, County, and
Municipal Employees, Local 1363

Jackson Health System/Public Health Trust

TENTATIVE AGREEMENT PENDING RATIFICATION

 11/24/20
Signature Date

Rene Sanchez
Printed Name

 11/27/2020
Signature Date

Roberto Campos Marguetti
Printed Name

 11/24/20
Signature Date

Alma R. Gonzalez
Printed Name