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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 10(A)(2)

Date: February 20, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving and Ratifying Execution of the Global Settlement Agreement Resolving the 2011-2014 Collective Bargaining Agreement Reopener among Miami-Dade County, the Public Health Trust and the Attending Physicians, SEIU, Local 1991

Resolution No. R-130-13

The attached item is being placed on the Board of County Commissioners' agenda at the request of Marcos Jose Lapciuc, Chairman of the Financial Recovery Board of the Public Health Trust.

Alina T. Hudak
Deputy Mayor

Jackson HEALTH SYSTEM
PUBLIC HEALTH TRUST

Marcos J. Lapciuc, Esq
Chairman
Public Health Trust
Financial Recovery Board

Chairman
Public Health Trust
Jackson Health System
1611 N.W. 12th Avenue
Miami, Florida 33136-1096

MEMORANDUM

Date: February 20, 2013

To: Carlos A. Gimenez
Mayor

From: Marcos Jose Lapciuc
Chairman, Public Health Trust
Financial Recovery Board

Subject: Resolution Approving and Ratifying Execution of the Global Settlement Agreement Resolving the 2011-2014 Collective Bargaining Agreement Reopener among Miami-Dade County, the Public Health Trust and the Attending Physicians, SEIU, Local 1991

I respectfully request that the attached item be placed on the Board of County Commissioners' agenda for its next meeting.

On January 28, 2013, the Financial Recovery Board passed and adopted Resolution No. PHT 01-13-007 the Global Settlement Agreement accepting the 2011-2014 Collective Bargaining Agreement Reopener for the Attending Physicians, SEIU, Local 1991.

Throughout the transformation of Jackson Health System, the executive team and the leadership of our labor unions have been committed to working together. This agreement is a product of those good faith negotiations.

The Financial Recovery Board recommends that this Global Settlement Agreement be approved by the Board of County Commissioners for ratification.

Marcos Jose Lapciuc
Chairman
Public Health Trust
Financial Recovery Board

An Equal Opportunity Employer

Jackson HEALTH SYSTEM
PUBLIC HEALTH TRUST

Marcos J. Lapciuc, Esq
Chairman
Public Health Trust
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Chairman
Public Health Trust
Jackson Health System
1611 N.W. 12th Avenue
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MEMORANDUM

Date: February 20, 2013

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

From: Marcos Jose Lapciuc
Chairman, Public Health Trust
Financial Recovery Board

Subject: Resolution Approving and Ratifying Execution of the Global Settlement Agreement Resolving the 2011-2014 Collective Bargaining Agreement Reopener among Miami-Dade County, the Public Health Trust and the Attending Physicians, SEIU, Local 1991

RECOMMENDATION

It is recommended that the attached Global Settlement Agreement resolving 2011-2014 Collective Bargaining Agreement Reopener among Miami-Dade County, the Public Health Trust and the Attending Physicians, SEIU, Local 1991 be approved and ratified by the Board of County Commissioners.

On January 28, 2013, the Financial Recovery Board passed and adopted Resolution No. PHT 01/13-007 Global Settlement Agreement accepting the 2011-2014 Collective Bargaining Agreement Reopener for the Attending Physicians, SEIU, Local 1991.

Throughout the transformation of Jackson Health System, the executive team and the leadership of our labor unions have been committed to working together. This agreement is a product of those good faith negotiations.

BACKGROUND

The Financial Recovery Board of the Public Health Trust accepted the Global Settlement Agreement at its meeting on January 28, 2013, pursuant to Resolution No. PHT 01/13-007, a copy of which is attached hereto, and is now being submitted for your approval. The following is a summary of the primary contractual changes affecting the approximately 91 bargaining unit employees covered by the Collective Bargaining Agreement.

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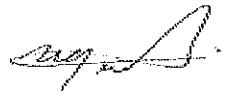
Term of agreement: Three (3) year contract for the period of October 1, 2011 through September 30, 2014.

1. The existing request for proposals (RFP) related to emergency-room physicians services across the Jackson system would be immediately canceled. Emergency-room physicians at Jackson Memorial Hospital (JMH) adult emergency room would remain Jackson employees and be subject to new productivity standards. This includes the physicians, physician assistants and advanced registered nurse practitioners who provide medical services at the Roxcy Bolton Rape Treatment Center. A substitute RFP could be issued for these services in the emergency rooms at Jackson South Community Hospital, Jackson North Medical Center and Holtz Children's Hospital. If a third-party provider were contracted to provide those services, any full-time or part-time attending physicians, physician assistants or ARNPs employed by Jackson shall remain employed in those units as Jackson employees. Note that Jackson North already uses a third-party provider for emergency-room physician services.

2. The personal leave suspended in the most recent labor contracts would be restored to employees represented by the union. Beginning January 6, 2013, Personal Leave accrual shall be reinstated as per the Vacation and Leave articles of the Union contract. Any reduction of Personal Leave accrual that exceeded 1.54 hours per pay period will cease immediately and shall be restored retroactively to March 4, 2012.

3. The parties agree that the Union has met their requirement of providing $15 million in operational efficiencies and concessions for Fiscal Year 2011-2012. For Fiscal Years 2012-2013 and 2013-2014, the Union will only be required to provide operational efficiencies or concessions in the realized amount of $8 million

4. All outstanding legal actions, grievances and arbitrations regarding these issues would be dismissed and/or withdrawn by the Union, including the impasse proceeding regarding the 4% COLA.



Marcos Jose Lapciuc
Chairman
Public Health Trust
Financial Recovery Board

MEMORANDUM
(Revised)

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

DATE: February 20, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 10(A)(2)

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**

_____ **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 ____, 3/5's ____, unanimous _____) 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. 10(A)(2)
2-20-13

RESOLUTION NO. R-130-13

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE GLOBAL SETTLEMENT AGREEMENT RESOLVING THE 2011-2014 COLLECTIVE BARGAINING AGREEMENT REOPENER AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE ATTENDING PHYSICIANS, SEIU, LOCAL 1991

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the execution of the attached Global Settlement Agreement resolving the 2011-2014 Collective Bargaining Agreement Reopener among Miami-Dade County, the Public Health Trust and the Attending Physicians, SEIU, Local 1991, in substantially the form attached hereto and made a part hereof.

The foregoing Resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**nay**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of February, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

By: **Christopher Agrippa**
Deputy Clerk

Eric A. Rodriguez

Add-on Agenda Item (2)
PHT Financial Recovery Board
Chairperson's Report
January 28, 2013

RESOLUTION NO. PHT 01/13 – 007

RESOLUTION ACCEPTING THE GLOBAL SETTELEMENT AGREEMENT RESOLVING THE 2011-2014 COLLECTIVE BARGAINING AGREEMENT REOPENER AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE ATTENDING PHYSICIANS, SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991, AND FORWARDING SUCH AGREEMENT TO THE MIAMI-DADE COUNTY COMMISSION FOR RATIFICATION

(Carlos A. Migoya, President and Chief Executive Officer, Jackson Health System)

WHEREAS, the President and staff of the Public Health Trust have negotiated in good faith with representatives of the Attending Physicians, Service Employees International Union (SEIU), Local 1991, which is the duly certified collective bargaining agent representing Attending Physicians at the Public Health Trust; and

WHEREAS, JHS has declared impasse in negotiations regarding salary increases (COLA) for Fiscal Year 2012-2013 and with regard to whether step increases should be reinstated effective March 1, 2013; and

WHEREAS, the parties desire to amicably settle the matter on the terms outlined in the "Global Settlement Agreement" of the 14th day of January, 2013 by and between the Public Health Trust and the Attending Physicians, SEIU, Local 1991, copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Attending Physicians, SEIU, Local 1991, withdraws its demand to negotiate regarding a potential COLA increase for the 2012-2013 Fiscal Year, and no later than June 1, 2013, or sooner upon mutual agreement, the parties will reopen negotiations regarding step increases for the purpose of determining whether to reinstate step increases after September 1, 2013; and

WHEREAS, the President and the Public Health Trust Financial Recovery Board desire to accomplish the purposes outlined in the accompanying memorandum and recommend acceptance of the proposed Collective Bargaining Agreement Reopener.

NOW, THEREFORE, BE IT RESOLVED BY THE FINANCIAL RECOVERY BOARD OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the Global Settlement Agreement resolving the Collective Bargaining Agreement Reopener among Miami-Dade County, the Public Health Trust, and Attending Physicians, SEIU, Local 1991, for the period of October 1, 2011 through September 30, 2014 and hereby forwards the agreement to the Miami-Dade County Commission for ratification.

Jackson HEALTH SYSTEM

MEMORANDUM

TO: Chairman and Board Members
Financial Recovery Board/Public Health Trust

FROM: Carlos Migoya, President & CEO
Public Health Trust/Jackson Health System

DATE: January 28, 2013

SUBJECT: **RESOLUTION ACCEPTING THE GLOBAL SETTELEMENT AGREEMENT RESOLVING THE 2011-2014 COLLECTIVE BARGAINING AGREEMENT REOPENER AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE ATTENDING PHYSICIANS, SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991 (APPROXIMATELY 91 EMPLOYEES), AND FORWARDING SUCH AGREEMENT TO THE MIAMI-DADE COUNTY COMMISSION FOR RATIFICATION**

This memorandum summarizes the highlights of the listed Collective Bargaining Agreement Reopener. Upon acceptance by the Financial Recovery Board, the Global Settlement Agreement will be forwarded to the Board of County Commissioners (BCC) of Miami-Dade County for ratification.

On April 25, 2012, SEIU, Local 1991, requested to reopen contract negotiations regarding a potential COLA increase for the 2012-2013 fiscal year. After several sessions the Public Health Trust declared impasse on October 30, 2012, in the reopener bargaining. On January 22, 2013, a tentative agreement was reached resolving the 2011-2014 Collective Bargaining Agreement Reopener.

Throughout the transformation of Jackson Health System, the executive team and the leadership of our labor unions have been committed to working together. This agreement is a product of those good faith negotiations.

I recommend that this agreement be accepted by the Financial Recovery Board and forwarded to the Board of County Commissioners of Miami-Dade County for ratification.

TERM OF AGREEMENT: Three (3) year contract for the period of October 1, 2011 through September 30, 2014.

The following represents the major changes to the Attending Physicians contract as a result of the Global Reopener Settlement Agreement:

- The existing request for proposals (RFP) related to emergency-room physicians services across the Jackson system would be immediately canceled. Emergency-room physicians at Jackson Memorial Hospital (JMH) adult emergency room would remain Jackson employees and be subject to new productivity standards. This includes the physicians, physician assistants and advanced registered nurse practitioners who provide medical services at the Roxcy Bolton Rape Treatment Center. A substitute RFP could be issued for these services in the emergency rooms at Jackson South Community Hospital, Jackson North Medical Center and Holtz Children's Hospital. If a third-party provider were contracted to provide those services, any full-time or part-time attending physicians, physician assistants or ARNPs employed by Jackson shall remain employed in those units as Jackson employees. Note that Jackson North already uses a third-party provider for emergency-room physician services.

- The personal leave suspended in the most recent labor contracts would be restored to employees represented by the union. Beginning January 6, 2013, Personal Leave accrual shall be reinstated as per the Vacation and Leave articles of the Union contract. Any reduction of Personal Leave accrual that exceeded 1.54 hours per pay period will cease immediately and shall be restored retroactively to March 4, 2012.

- The parties agree that the Union has met their requirement of providing $15 million in operational efficiencies and concessions for Fiscal Year 2011-2012. For Fiscal Years 2012-2013 and 2013-2014, the Union will only be required to provide operational efficiencies or concessions in the realized amount of $8 million

- All outstanding legal actions, grievances and arbitrations regarding these issues would be dismissed and/or withdrawn by the Union, including the impasse proceeding regarding the 4% COLA.

GLOBAL SETTLEMENT AGREEMENT

This Agreement is entered into this 14th day of January, 2013 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (the "JHS") and the Service Employees International Union Local 1991 ("SEIU").

WHEREAS, the following grievances and/or arbitrations have arisen under the collective bargaining agreements by and between Service Employees International Union, Local 1991 and the Jackson Health System/Public Health Trust of Miami-Dade County, cases entitled: (a) SEIU Local 1991 and Jackson Memorial Hospital/PHT Comprehensive Layoffs Grievances (all units), FMCS Case Number 120731-57538-3, (b) SEIU Local 1991 and Jackson Memorial Hospital/PHT All Affected RNs Layoff, FMCS Case Number 120329-54452-3, (c) SEIU Local 1991 and Jackson Memorial Hospital/PHT Employer Deducting More than 1.54 Hours PL (all units), FMCS Case No. 120628-56786-3, and (d) grievance regarding whether SEIU Local 1991 has provided operation efficiencies in the annualized amount of $15 million or more in accordance with the Articles entitled "Empowerment Programs" contained in the collective bargaining agreements;

WHEREAS, Service Employees International Union, Local 1991 has filed a lawsuit against the Jackson Health System/Public Health Trust of Miami-Dade County, case entitled SEIU Local 1991 v. Public Health Trust of Miami-Dade County, Case No. 12-22186-Civ-Ungaro, currently pending in the U.S. District Court, Southern District of Florida;

WHEREAS, the parties desire to amicably settle these matters on the terms outlined below; and,

WHEREAS, the parties without any admission of liability, or violation of any law, rule or regulation, desire to fully and finally settle all differences and disputes relating to the aforementioned claims;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. The grievances filed by SEIU Local 1991 that are specifically referenced above will be withdrawn upon execution of this Agreement. SEIU Local 1991 shall dismiss Case No. 12-22186-Civ-Ungaro upon execution of this Agreement.

2. Part-time CSNs will be converted to full-time status if, from January 6, 2013 to March 30, 2013 (twelve week period), they work(ed) at least three (3) shifts per week for at least nine of the twelve weeks. All hours in pay status shall be counted as time worked for purposes of this provision. Such employees shall be considered to have suffered no break in full-time service for purposes of any benefit entitlements and seniority credits, but nothing in this Agreement shall entitle the employees to any back-pay for hours worked. JHS agrees that during the twelve week period, it shall offer any extra or open shifts to part-time CSNs on an equitable basis before utilizing any employees who would incur overtime, per diems, temporary workers, or agency workers.

3. The Union agrees that effective upon the date of execution of this Agreement, Section 2 of the "3-12 / 4-12 Agreement," which is incorporated into the parties' Registered Nurses Collective Bargaining Agreement, shall be deleted. Effective upon execution of this Agreement, the following language shall replace Section 2 of the "3-12 / 4-12 Agreement":

> 2(a). Consistent with current practice, an employee who is currently on, or in the future is placed on, a schedule of working 12½ hour shifts, three (3) days one week and four (4) days another week (3-4), shall be entitled to continue on a (3-4) schedule, including in the event of a transfer or reassignment, whether voluntary or involuntary.
>
> 2(b). Effective September 30, 2014, full-time or part-time employees shall have the opportunity to convert to a schedule of working 12½ hour shifts, three (3) days one week and four (4) days another week (3-4), whenever any full-time or part-time vacancy is

declared in the employees' unit, to a maximum of 50% of employees on a (3-4) schedule per unit. Whenever there is availability in a unit for the conversion of an employee to a (3-4) schedule, employees shall be offered the (3-4) schedule by unit seniority. Nothing in this Agreement shall prevent JHS, in its discretion, from exceeding the 50% per unit cap, or from offering (3-4) schedules to employees by unit seniority before September 30, 2014, or from offering (3-4) schedules to employees by unit seniority without declaration of a vacancy.

4. JHS agrees that:

a. The Union has met the requirement of providing operational efficiencies and/or concessions in the annualized amount of $15 million (total and not "per bargaining unit") for Fiscal Year 2011-2012, as provided in the "Empowerment Programs" articles of the collective bargaining agreements. The reduction of PL accrual described in paragraph B.2 of the articles entitled "Empowerment Programs" shall be deleted and PL accrual shall be reinstated and accrued as per the Vacation and Leave articles in the Collective Bargaining Agreements beginning January 6, 2013. Any reduction in the accrual of PL time that exceeded 1.54 hours per pay period shall cease immediately upon execution of this Agreement, and shall be restored retroactively to March 4, 2012. Paid educational leave suspended pursuant to Article XII, Section 1.H of the RN CBA shall be restored as follows: one (1) day of paid educational leave shall be restored during Fiscal Year 2012-2013 and one (1) day of paid educational leave shall be restored during Fiscal Year 2013-2014. In accordance with Article XII Section 1.H, all paid educational leave suspended shall be automatically restored effective September 30, 2014.

b. The parties agree that for Fiscal Years 12-13 and 13-14, the Union shall no longer be required to provide concessions or operational efficiencies in the annualized amount of $15 million (total and not "per bargaining unit"). Instead, the Union shall be required to provide concessions or operational efficiencies in the realized amount of $8 million, the "annual requirement," (total and not "per bargaining unit") for Fiscal Years 12-13 and 13-14. The $8

million value is used above for illustrative purposes – the actual "annual requirement" will be calculated at the conclusion of each contract year and shall reflect a JHS annual credit in the amount of $7 million offsetting the annual amount otherwise due under the "Empowerment Programs" articles of the collective bargaining agreements. The "annual requirement" is defined as comprising only the dollar amount that SEIU must provide during the last two years of the contract under the Empowerment Programs articles through a combination of realized concessions or operational efficiency initiatives. It shall be adjusted annually to reflect 1.67% (15.3% of 10.9%)of SEIU payroll up to a maximum of $8 million. The parties agree that the value of the reduction of PL accrual (i.e., the reduction of 1.54 hour per pay period) from October 1, 2012 to January 6, 2013 (the date it is restored), shall be utilized toward satisfying the annual requirement for Fiscal Year 12-13, a potential value of $2 million. The parties further agree that any amounts realized during Fiscal Years 2011-2012 and 2012-2013 from the implementation of any SEIU Local 1991 operational efficiencies shall be credited toward the annual requirement for Fiscal Year 2012-2013, including but not limited to any amounts realized from the PICC Line and eSCAN initiatives, including recurring dollars. Any amounts realized from the implementation of any SEIU Local 1991 operational efficiencies during Fiscal Year 2013-2014 shall be credited toward the annual requirement for Fiscal Year 2013-2014, including but not limited to any amounts realized from the PICC Line and eSCAN initiatives, including recurring dollars. The Union shall continue to be entitled to propose operational efficiency recommendations for Fiscal Years 2012-2013 and 2013-2014. Any amounts realized from the implementation of any operational efficiency recommendations vetted and approved by management in accordance with Sections B.5 and B.6 of the articles entitled "Empowerment Programs" shall be credited as provided in the CBAs, and any amounts realized above the annual requirement in Fiscal Years 2012-2013 and/or 2013-2014 shall be considered "overage" and

utilized as provided in Section B.4 of the articles entitled "Empowerment Programs," or, at the option of the Union, to restore any other concessions contained in the CBAs.

5. JHS agrees that:

a. JMH shall not contract out Adult ER services, including but not limited to the Rape Treatment Center, at its Main Campus;

b. In the event JHS solicits bids or proposals from the public to contract out services currently being performed by members of the bargaining units in the Pediatric ER, or in the Adult ER at Jackson North or Jackson South, all of the provisions and rights contained in Articles entitled "Contracting Out" shall apply, and if these services are contracted out, JHS will require as a condition of its agreement/contract with any entities or Provider(s) that any full-time or part-time attending physicians, physician assistants, or ARNPs employed by JHS shall remain employed in those units as JHS employees.

6. The parties shall evenly split the costs associated with the cancellation of the arbitrations, if any.

7. JHS agrees that its Nursing Leadership will meet with the Union to discuss the staffing model and staffing plan.

8. This Agreement shall be resolved and enforced by expedited arbitration, by a mutually agreed upon arbitrator selected from a panel of NAA arbitrators, no later than 30 days after notification of the alleged breach.

IN WITNESS WHEREOF, the undersigned parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Service Employees International Union Local 1991

By: _____

Jackson Health System/ Public Health Trust/ Miami-Dade County

By: _____

Carlos A. Migoya