

MEMORANDUM

Agenda Item No. 11(A)(21)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and
ratifying the 2023-2026
collective bargaining agreement
by and among Miami-Dade
County, the Public Health Trust
and the American Federation of
State, County and Municipal
Employees, Local 1363; and
waiving requirements of
Resolution No. R-130-06

Resolution No. R-669-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor
Chairman Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/jp



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(21)

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)(21)
7-6-23

RESOLUTION NO. _____ R-669-23

RESOLUTION APPROVING AND RATIFYING THE 2023-2026
COLLECTIVE BARGAINING AGREEMENT BY AND AMONG
MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 1363; AND WAIVING
REQUIREMENTS OF RESOLUTION NO. R-130-06

WHEREAS, the President and staff of the Public Health Trust of Miami-Dade County (the “PHT”) which operates the Jackson Health System (“JHS”) have negotiated in good faith with representatives of the American Federation of State, County and Municipal Employees, Local 1363 (“AFSCME, Local 1363”) which is the duly certified collective bargaining agent representing bargaining unit members of AFSCME, Local 1363 employed by the PHT; and

WHEREAS, such negotiations have resulted in a tentative agreement between the PHT and AFSCME, Local 1363 a copy of which is attached to the accompanying memorandum and incorporated herein by reference; and

WHEREAS, the President and the Board of Trustees of the PHT desire to accomplish the purposes of this tentative agreement between the PHT and AFSCME Local 1363 and recommend that the tentative agreement be approved and ratified; and

WHEREAS, the tentative agreement was ratified by the bargaining unit members of AFSCME, Local 1363 on June 27, 2023; and

WHEREAS, on June 28, 2023, the Board of Trustees of the PHT adopted Resolution No. PHT 06/2023-032 that accepted the tentatively agreed-upon 2023-2026 Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust and AFSCME, Local 1363, attached to the accompanying memorandum, and requested that this Board ratify it; 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 the Board of County Commissioners (“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, under Florida law, a collective bargaining agreement is not binding on the public employer until such agreement is ratified by the public employees and the legislative body of the public employer; and

WHEREAS, because ratification by this Board and AFSCME, Local 1363 is required before the 2023-2026 collective bargaining agreement is binding under state law, the PHT recommends that the Board waive the requirements of Resolution No. R-130-06 to allow the agreement to be executed by the PHT and AFSCME, Local 1363 after it has been ratified by the AFSCME, Local 1363 and this Board; and

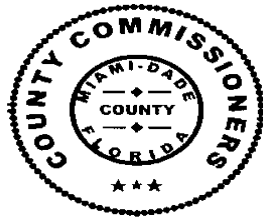
WHEREAS, this Board desires to ratify the 2023-2026 collective bargaining agreement attached to the accompanying memorandum, and to accomplish the purposes outlined in the accompanying memorandum,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the agreement by and among Miami-Dade County, the Public Health Trust and AFSCME, Local 1363 for the period of October 1, 2023, through September 30, 2026, in substantially the form attached to the accompanying memorandum and made a part hereof, and waives the requirements of Resolution No. R-130-06 to allow the agreement to be fully executed after the Board's action.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in blue ink, appearing to read "M. Moffett", is written over a horizontal line.

Marlon D. Moffett

MEMORANDUM

Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert III
and Members, Board of County Commissioners

From: Walter T. Richardson
Chairman, Public Health Trust Board of Trustees

Subject: 2023-2063 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and American Federation of State, County and Municipal Employees, Local 1363 (AFSCME, Local 1363) (Approximately 5,500 Employees)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and ratify this resolution to amend the 2023-2026 Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust (PHT) and American Federation of State, County and Municipal Employees, Local 1363 (AFSCME, Local 1363) Bargaining Unit (Agreement). This agreement covers approximately five thousand five hundred (5,500) employees of the PHT.

Scope

The impact of this agenda item affects all full-time and part-time employees, and eligible per diem employees of the Jackson Health System who are members of the AFSCME, Local 1363 Bargaining Unit.

Fiscal Impact/Funding Source

The fiscal impact for the first year of this three (3) year Agreement would be \$30,885,353. There is a re-opener for the cost of living adjustment (COLA) and Longevity Bonus during the second year term of this agreement, and a cost of living adjustment re-opener during the third year term of this agreement. The term of this agreement would be funded from operating revenues as documented in the PHT financial statements. In no event would capital revenues, including proceeds from any general-obligation bond, be used to fund this program.

Track Record/Monitor

Monitoring and implementation of labor contracts is overseen by Julie Staub, Jackson Health System Executive Vice President and Chief Human Resource Officer.

Background

This agreement is a product of good-faith negotiations between management's negotiating team and AFSCME, Local 1363. As a result, the parties have agreed to forego previously negotiated terms in the 2020-2023 Collective Bargaining Agreement. Both parties have worked collaboratively to adjust the pay scales of a number of classifications that required market adjustments and increased the base wages of all bargaining unit members by 8 percent inclusive of COLA in year one of the contract. The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment.

Terms of Agreement

This is a three (3) year Agreement covering the period of October 1, 2023 through September 30, 2026. The following represents the major provisions of the agreement:

Article 10 – Wages and Compensation

First Year 2023-2024: Effective the first full pay period of ratification, full-time and part-time employees will receive an eight (8%) percent wage adjustment to their base rate of pay inclusive of COLA.

Second Year 2024-2025: The parties agree to resume bargaining no later than June 1, 2024 for the sole purpose of negotiating a Cost of Living Adjustment (COLA) and the Longevity Bonus that will go into effect October 1, 2024 through September 30, 2025.

Third Year 2025-2026: The parties agree to resume bargaining no later than June 1, 2025 for the sole purpose of negotiating a Cost of Living Adjustment (COLA) that will go into effect October 1, 2025 through September 30, 2026.

Market Adjustments:

Effective upon ratification, the following classifications will receive a three (3)-step market adjustment (Step 4 becomes the new Step 1 and the employees will move step-to-step):

- Radiologic Technologist I
- Radiologic Technologist II
- CT Scan Technologist
- Lead CT Scan Technologist
- CT Scan MRI Technologist
- Ultrasound Technologist
- Ultrasound Technologist II
- Ultrasound Tech Fetal Echo Therapy
- MRI Technologist
- MRI Technologist II
- Multi-Modality Radiology Technician
- Multi-Modality Radiology Technician II
- Electroencephalograph Technician
- Transcranial Doppler Technologist
- Radiologic Special Procedures Technologist
- Cardiac Catheterization Electrophysiology Technician II
- Cardiac Catheterization Technician

Licensed Practical Nurse: Effective upon ratification, the step schedule for the Licensed Practical Nurse will be revised where Step 2 becomes the new Step 1.

Anesthesia Technologist: Effective upon ratification, the step schedule for the Anesthesia Technologist will be revised where Step 3 becomes the new Step 1.

Registered Respiratory Therapists and Specialty: Effective upon ratification, all bargaining unit members in these classifications will receive a four (\$4.00) dollar per hour retention bonus.

One-Time Commitment Bonus:

Effective upon ratification, bargaining unit members who have five years or less than 10 years of service will receive a one-time, nonrecurring Commitment Bonus payment of one thousand (\$1,000) dollars.

Effective upon ratification, bargaining unit members who have 10 years or less than 15 years of service will receive a one-time, nonrecurring Commitment Bonus payment of one thousand five hundred (\$1,500) dollars.

Step Progression:

All classifications in this bargaining unit will have the last two steps of every step schedule changed from 60 months to 36 months.

Weekend and Float Differentials:

The weekend differential will be increased from \$0.25 to \$2.00 per hour. The float differential will be increased from \$1.00 to \$2.00.

Hazard Pay:

All bargaining unit members will be paid a one-step increase while working at Jackson Behavioral Health Hospital or behavioral health inpatient unit at Jackson South Medical Center.

Training Pay:

Bargaining unit members who are called to train another employee will receive a one (1)-step pay increase for the length of the training period, even if just for one day (removes the previous three-day requirement).

Longevity Bonus:

Eligible bargaining unit members will receive a 1 percent increase in annual longevity bonus payment beginning at 15 years with continuous full-time service.

Article 12 – Vacations, Holidays, and Other Leaves of Absence**Holiday Pay/AD Time:**

Effective upon ratification, employees who work on the Thanksgiving, Christmas or New Year's Day holidays will be eligible to receive administrative pay for two (2) hours straight time at their regular rate of pay. This pay will be included in the employee's paycheck for the period including the worked holiday.

Extended Illness:

Any eligible employee who had their extended illness bank frozen at the years of service and the corresponding percent payout in 2011, who are still employed at Jackson with uninterrupted service, will be eligible for extended illness payout at their years of service and base rate of pay upon separation. Employees who retired after 30 years of full-time employment will be eligible to receive 100 percent payment of their full balance of accrued extended illness leave. Employees with less than thirty (30) years full-time continuous employment who retire or resign from the Trust will be eligible to receive payment for up to a maximum of 1,000 hours of accrued extended illness leave at the employee's base rate of pay at time of separation.

Article 13 – Health Insurance

New language was added to provide that beginning January 1, 2024, the employee cost of the biweekly dependent premiums coverage for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase for 2024-2026 by 5 percent per year.

Beginning on January 1, 2024, copays for the Emergency Room will increase to \$200.00 for all plans.

Beginning on January 1, 2024, brand and non-preferred drug co-pays will increase from \$15/\$25/\$40 to \$15/\$35/\$50 for the Jackson First and Select Plan and from \$15/\$40/\$55 to \$15/\$50/\$65 on the POS plan.

New language was added that created a new part-time 24-hour status for employees who consistently work 24 hours or more per pay period or 46 hours bi-weekly. Employees designated in the Part Time 24 status will be eligible for health insurance.

RESOLUTION NO. PHT 06/2023 - 032

RESOLUTION APPROVING THE 2023-2026 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1363, (AFSCME, LOCAL 1363) AND FORWARDING SUCH AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR RATIFICATION

Carlos A. Migoya, 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 American Federation of State, County and Municipal Employees, Local 1363 (hereinafter referred to as "AFSCME, Local 1363") which is the duly certified collective bargaining agent representing bargaining unit members of AFSCME, Local 1363 employed by the Public Health Trust; and

WHEREAS, such negotiations have resulted in a proposed Collective Bargaining Agreement, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS this Collective Bargaining Agreement is scheduled for a ratification vote by the AFSCME, Local 1363 bargaining unit by June, 2023; and

WHEREAS, the President and the Board of Trustees desire to accomplish the purposes outlined in the accompanying memorandum and recommend ratification of the proposed Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust, and AFSCME, Local 1363 for the period of October 1, 2023 through September 30, 2026 and hereby forwards the agreement to the Board County Commissioners of Miami-Dade County for ratification and directs the President or his designee to take such action as necessary to seek such ratification.

-Page 2-

The foregoing resolution was offered by Amadeo Lopez Castro, III and the motion was seconded by Laurie Weiss Nuell as follows:

Matthew J. Allen	Absent
Antonio L. Argiz	Absent
Amadeo Lopez-Castro, III	Aye
Laurie Weiss Nuell	Aye
Walter T. Richardson	Aye
Carmen M. Sabater	Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 28th day of June, 2023.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

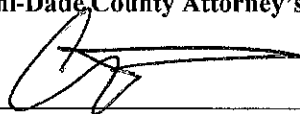
BY: _____



Laurie Weiss Nuell, Secretary

Approved by the Miami-Dade County Attorney's Office as to form

And legal sufficiency _____



TO: Walter T. Richardson
and Members, Public Health Trust Board of Trustees

FROM: Carlos A. Migoya
Chief Executive Officer, Jackson Health System

DATE: June 28, 2023

RE: 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and American Federation of State, County and Municipal Employees, Local 1363 (AFSCME, Local 1363) (Approximately 5,500 Employees)

Recommendation

It is recommended that the Public Health Trust Board of Trustees (PHT) approve this resolution recommending that, subject to union ratification, the Miami-Dade Board of County Commissioners (BCC) accept this 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and American Federation of State, County and Municipal Employees, Local 1363 (AFSCME, Local 1363) Bargaining Unit. This agreement covers approximately five thousand five hundred (5,500) employees of the PHT.

Scope

The impact of this agenda item affects all full-time and part-time employees, and eligible per diem employees of the Jackson Health System who are members of the AFSCME, Local 1363 Bargaining Unit.

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**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal on March 15, 2023
PHT Counterproposal to Union Proposal #1 made on November 9, 2022**

ARTICLE 6 – EMPLOYEE, UNION, LABOR RELATIONS

SECTION 2 - GRIEVANCE PROCEDURE

A. A grievance is a dispute between the Employer and the Union and/or the employees concerning the interpretation or application of a specific provision of this Agreement, and such grievances shall be processed and disposed of in the following manner:

Step 1 An employee having a grievance and/or the employee's Union representative shall discuss it with the employee's immediate supervisor or whichever management person made the grievable decision within five (5) working days of the occurrence or knowledge giving rise to the grievance, whichever is later. The Employer shall respond to the employee or the employee's Union representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2 If the grievance is not settled in Step 1, the grievance may, within ~~five (5)~~ ten (10) working days after the response in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or the Union representative and presented by the grievant and/or the Union representative to the Director of Nursing/Administrator or designee, or with whomever is the individual who possesses the authority to correct the contractual violation or modify the disciplinary action, after which a meeting to discuss the merits of the grievance shall be held within ~~five (5)~~ ten (10) working days. The grievance in Step 2 shall be answered by the Employer in writing within ~~five (5)~~ ten (10) -working days after the meeting to discuss the grievance.

Step 3 If the grievance is not settled in Step 2, the grievance may, within ~~five (5)~~ ten (10) working days after the response in Step 2, be presented by the grievant and/or Union representative in Step 3. The grievance shall be presented in this step to the Director of Employee/Labor Relations and Workforce Compliance Department or his or her designee. The Union may, upon submission of a grievance in Step 3, request a settlement conference for the purpose of exchanging information in resolution of the grievance. A settlement conference shall be granted as of right. It is agreed that either party may or may not present witnesses at the discretion of either party during the settlement conference. The settlement conference shall be held within ten (10) working days of submission of the grievance at Step 3. The Employer shall respond in writing within ~~five (5)~~ ten (10) working days after the date of the settlement conference or submission, if no settlement conference is requested. The time limits for the submission of a grievance by the employee/Union representative, the setting of a settlement conference, or the Employer's response may be extended by mutual agreement in writing for no more than an additional ~~five (5)~~ ten (10) working days at each of the above-referenced steps.

B. Any grievance shall be void which is not presented for disposition through the grievance procedure described herein within ~~ten (10)~~ ten (10) working days of the occurrence or condition which it is claimed gave rise to the grievance. The parties may mutually agree, in writing, to extend the timelines of no more than 14-days.

C. Upon being submitted to Step 2 of the Grievance Procedure, the grievance shall be reduced to writing. The written grievance must set forth all of the following:

- The date and time when the grievance arose

- A statement of the grievance and facts;
- The remedy requested;
- The violation of the specific provision of the agreement which is claimed; and
- Signature of the aggrieved employee and/or the Union representative.

In the absence of these specific details, the employer is under no obligation to accept the grievance at step one and will return the grievance so as to be properly completed.

All Employer responses required in Steps 1, 2 and 3 above shall be in writing directed to the aggrieved employee with a copy furnished to the Union. A rejection of a grievance at any step of the Grievance Procedure by the Employer must contain the reasons for the rejection.

D. Failure on the part of the Employer to respond to a grievance at any step shall be deemed a denial thereof, and the Union may proceed to the next step.

E. Any disposition of a grievance from which no appeal has been taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

F. Anything to the contrary herein notwithstanding, a grievance concerning a discharge, suspension or demotion, health and safety or union rights may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article.

G. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and stated holidays as provided in Article 31, Article 12, Section 12 and any other holidays officially recognized by the Employer for Human Resources Department employees.

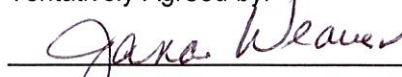
H. A grievance which affects two (2) or more divisions, and which the Director of Nursing/Administrator or designee in Steps 1 and 2 lack authority to settle, may initially be presented at Step 3 by the Union representative.

I. In order to minimize the disruption to patient care in the case of class grievances, no more than two (2) employees per shift, per unit, plus a Union representative, shall be released from work for grievance meetings under Steps 1 and 2 of the Grievance Procedure.

J. The parties acknowledge that as a principle of interpretation, employees are obligated to work as directed while grievances are pending except as set forth in Article ~~56~~ 14 Safety and Health of this Agreement.

K. Any subjects, except written reprimands, excluded from the Arbitration procedure (~~Article 7~~) (Article 6, Section 3) shall also be excluded from the grievance procedure. Issues for which other appellate procedures are provided in the Code for Administrative Orders of Miami-Dade County, and/ or Public Health Trust Personnel Rules and other provisions of this Agreement, and formal counseling are not subject to review as grievances. Written reprimands may be appealed up to step 3 of the grievance procedure, but shall not be subject to arbitration.

Tentatively Agreed by:


AFSCME Local 1363


JHS 4.19.23

**Jackson Health System and AFSCME Local 1363
Negotiations
Union Proposal #28 made on February 23, 2023**

ARTICLE 6 – EMPLOYEE, UNION, AND LABOR RELATIONS

SECTION 10 - SERVICES TO THE UNION

- A. Quarterly, the Employer will provide the Union with an electronic copy of the job title, department, Lawson ID, badge number, position, name, job code, pay rate, annual pay rate, FTE, pay grade, pay step, shift, work schedule, union code, union name, union membership status, job status, status description, hire date, adjusted hire date, anniversary date, exempt or hourly, supervisor name, union dues by individual, PEOPLE contributions by individual, process level, work phone, work email, and termination date for unit and salaries of all employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers.
- B. The Trust agrees to notify the Union within a reasonable period of time and whenever possible within thirty (30) days prior to any public hearing in which personnel matters, relative to this Bargaining Unit, are to be the subject of discussion.
- C. The Trust agrees to provide the Union with the following documents and publications (one (1) copy, unless otherwise indicated):

Public Health Trust Agendas and Minutes

Public Health Trust Committee Agendas and Minutes
Public Health Trust Personnel Policies and Procedures
Administrative Orders and Personnel Policy Procedures
Training and Benefit Bulletins

Classifications Specifications (3)
Employee Newspapers
Proposed Budget

Final Budget

Table of Organization
PHT Pay Plan (10)

- D. Special conferences for important matters will be arranged between the Union President and the Director of Employee/Labor Relations, or their designated representatives upon request of either party. Such meeting shall be between at least two (2) representatives of the Trust and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda

of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

- E. The Trust, upon written request, will provide the Union, at no cost, one (1) set of labels per calendar year containing the names and work location of bargaining unit employees. Any additional requests for labels shall be paid for by the Union.

F. Quarterly, JHS will provide a list of all newly created Company 300 positions to the Union by job classification and job description.

Tentatively Agreed by:

Jana Weaver
AFSCME Local 1363

Joe Fuleo 4.19.23
JHS

**Jackson Health System and AFSCME Local 1363
Negotiations**

PHT Counterproposal on April 12, 2023

AFSCME Counterproposal #7 made on March 23, 2023

Article 7 – PERFORMANCE MANAGEMENT

SECTION 1 - PERFORMANCE EVALUATION AND APPEALS

The Trust shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness and compliance with rules and regulations. The purposes of evaluation are to improve performance generally, to identify and recognize superior performance, to facilitate communication between supervisors and employees, and to provide timely and accurate information which may be used in making of personnel decisions related to employee performance.

The permanent status employee who has received an overall evaluation of unsatisfactory or needs improvement may appeal by first requesting a review of the Performance Evaluation by the Divisional Director/Vice President or their designee(s), within ten (10) calendar days of receipt of the evaluation. The Divisional Director/Vice President or designee(s) may recommend changes, alterations, or return the evaluation unchanged to the employee. If the decision of the Divisional

Director/ Vice President or designee(s) is not acceptable to the employee, the employee may continue the appeal by making a request in writing to the Employee/Labor Relations Director within ten (10) calendar days after receipt of the Division Director/ Vice President's or designee(s) decision. The affected department has the right to have a representative present throughout the entire appeal hearing.

The Employee/Labor Relations Director will appoint a three person supervisory level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The hearing shall be informal, a transcript is not to be kept and there will be no cross examination. The employee representative may ask questions of witnesses through the panel chairperson. Questions shall also be addressed to employee witnesses by panel members through the chairperson. The purpose of the panel's review is to (1) determine compliance with evaluation procedures, and (2) recommend whether the evaluation should be upheld and the reasons for this recommendation.

Within thirty (30) days following the hearing, the panel will submit a written report of their

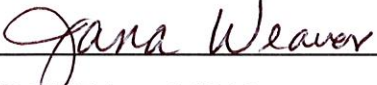
findings and decision to the Employee/Labor Relations Department. A majority of the panel may sustain or revise the evaluation, either because of failure to follow procedure or on the merits of the evaluation itself. The Employee/Labor Relations Director of will forward the panel's findings and decision to the appropriate division director/ Vice President for implementation.

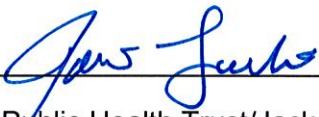
There shall be no performance evaluation placed in an employee's personnel folder unless he has been first given or offered a copy. An employee's rebuttal to a performance evaluation will be made part of the evaluation record.

Any Coaching will be reduced to writing on an informal document (electronic), and a copy will be provided to the employee prior to being finalized in the system.

When an employee receives an overall Performance Evaluation of satisfactory or better the employee shall receive the merit increase for which they are eligible.

Tentatively Agreed to by:

 4/12/2023
AFSCME Local 1363


Public Health Trust/Jackson Health System

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal on June 7, 2023**

Union Counterproposal #19 made on March 23, 2023

ARTICLE 10 - WAGES AND COMPENSATION

SECTION 1 - WAGES

A. First Year 2023-2024

Effective upon ratification, or on October 1, 2023, whichever comes first, all full-time and part-time bargaining unit employees shall receive an eight (8) percent wage adjustment, inclusive of a Cost of Living Adjustment (COLA).

B. Second Year 2024-2025

The parties agree to resume bargaining no later than June 1, 2024 for the sole purpose of negotiating Article 10, Section 1(a), as it relates to a Cost of Living Adjustment (COLA), and Article 10, Section 7 Longevity Bonus.

C. Third Year 2025-2026

The parties agree to resume bargaining no later than June 1, 2025 for the sole purpose of negotiating Article 10, Section 1(a), as it relates to a Cost of Living Adjustment (COLA).

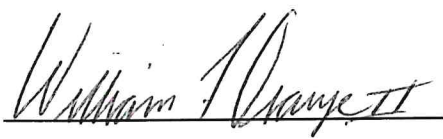
- ~~• Retroactive to January 1, 2021, all bargaining unit employees shall receive a two percent (2%) increase to their base rate of pay. Effective the first full pay period after ratification, the minimum wage for all bargaining unit members will be \$15.00/hour. Employees who currently have an hourly rate lower than \$15.00/hour will shift to an hourly rate of \$15.00/hour or greater. Employees on a higher step or longevity step with an hourly rate of pay higher than \$15.00/hour will shift along the step schedule, maintaining their current rate but lowering their step number along the schedule, with extended progression along the step schedule.~~
- ~~• Effective the first pay period after ratification, all full-time and part-time bargaining unit employees who are not otherwise receiving a market adjustment will receive a three percent (3%) base wage increase. Effective the pay period inclusive of April 1, 2022, all full-time and part-time bargaining unit employees will receive a three percent (3%) base wage increase. Effective the pay period inclusive of April 1, 2023,~~

~~all full time and part time bargaining unit employees will receive a three percent (3%) base wage increase.~~

- ~~Effective the first full pay period after ratification, all bargaining unit members in the classifications of Central Services Technician 2 and Operating Room Technician 2 will receive step schedule market adjustments as follows: 1) the step schedule for CST 2 will be adjusted by five steps, whereby the current step 6 will become the new step 1, and five steps will be added at the back end with corresponding rate increases to maintain the same number of steps for the classification. Current CST 2 employees will stay on their current step with the corresponding higher rate of pay; 2) the step schedule for ORT 2 will be adjusted by two steps, whereby the current step 3 will become the new step 1, and two steps will be added at the back end with corresponding rate increases to maintain the same number of steps for the classification. Current ORT 2 employees will move to the new range on their current step with the corresponding higher rate of pay.~~
- ~~Effective the first full pay period of January 2022, all full time and part time bargaining unit employees will receive a two percent (2%) one time lump sum bonus.~~

~~The Employer agrees that there shall be no selective wage adjustments for any classifications covered by this Agreement, other than those specified, unless it shall first meet and consult with the Union concerning the amount of such adjustments and the reasons.~~

Tentatively Agreed by:



AFSCME Local 1363



6/27/23

Public Health Trust/Jackson Health System

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal to Union Proposal made on April 19, 2023
Union Counterproposal #21-27 made on March 23, 2023**

Article 10 – Wages & Compensation

Section 2: Step Plans

.....

In implementing these provisions, employees shall be credited towards advancement on the current step schedule. Employees who have met the new progression schedule at ratification will receive a new anniversary date following the new step movement.

A. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first; Step 2 will become the new Step 1 for the for Licensed Practical Nurse step plan after the COLA adjustment. Employees in these classifications will move to the new step schedule using the step-to-step method.

B. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first; Lead Registered Respiratory Therapist and Registered Respiratory Therapist, Specialty will receive an additional \$4/hr retention salary adjustment added to each step of the respective pay plan after the 8% wage adjustment is applied. There will be no change to employee's current step.

C. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first, Step 3 becomes the new Step 1 for Anesthesia Technologist. Employees will move to the new step schedule using the step-to-step method.

D. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first; the step schedule for the following classifications will receive an additional three-step market adjustment after the COLA adjustment. Employees in these classifications will move to the new step schedule using the step-to-step method.

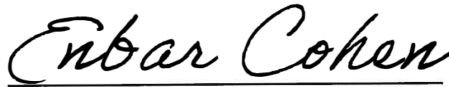
- Radiologic Technologist I
- Radiologic Technologist II
- CT Scan Technologist
- Lead CT Scan Technologist

- [CT Scan MRI Technologist](#)
- [Ultrasound Technologist](#)
- [Ultrasound Technologist II](#)
- [Ultrasound Tech Fetal Echo Therapy](#)
- [MRI Technologist](#)
- [MRI Technologist II](#)
- [Multi-Modality Radiology Technician](#)
- [Multi-Modality Radiology Technician II](#)
- [Electroencephalograph Technician](#)
- [Transcranial Doppler Technologist](#)
- [Radiologic Special Procedures Technologist](#)
- [Cardiac Cath Electrophysiology Tech](#)
- [Cardiac Catheterization Tech](#)

Tentatively Agreed to by:

A handwritten signature in black ink, reading "William A. Orange II", written over a horizontal line.

AFSCME Local 1363

A handwritten signature in black ink, reading "Enbar Cohen", written over a horizontal line.

Public Health Trust/Jackson Health System

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Proposal on June 7, 2023**

Article 10 – Wages and Compensation

SECTION 7 - LONGEVITY BONUS

A. Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

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~~The annual longevity bonus payments will be paid in accordance with the following schedule:~~

- ~~1. Upon completion of 15, 16, 17, 18, and 19 years of full-time continuous Trust Service a 1.5% bonus payment of base salary.~~
- ~~2. Upon completion of 20, 21, 22, 23 and 24 years of full-time continuous Trust Service a 2.0% bonus payment of base salary.~~
- ~~3. Upon completion of 25 years or more of full-time continuous Trust Service a 2.5% bonus payment of base salary.~~

Effective upon ratification or October 1, 2023, whichever comes first, the beginning of the first pay period in January, 2004, amend the current the annual longevity bonus payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous Trust Service	Percentage Payment ----- of Base Salary
15.....	12.5%
16.....	12.6%
17.....	12.7%
18.....	12.8%
19.....	12.9%
20.....	23.0%
21.....	23.1%
22.....	23.2%
23.....	23.3%
24.....	23.4%
25.....	23.5%
26.....	23.6%
27.....	23.7%
28.....	23.8%
29.....	23.9%
30.....	34.0%

B. One-Time Commitment Bonus

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Effective upon ratification or October 1, 2023, whichever comes first, all full-time and part-time bargaining unit members will receive a one-time, nonrecurring bonus payment as follows:

- 5 years and less than 10 years of service = \$1,000

- 10 years and less than 15 years of service = \$1,500

Tentatively Agreed by:

William T. Orange II

AFSCME Local 1363

Enbar Cohen

Public Health Trust/Jackson Health System

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal on March 15, 2023**

PHT Counterproposal to Union Proposal #11 made on February 9, 2023

Article 10 – Wages and Compensation

Article 10

SECTION 12 - NIGHT SHIFT PAY DIFFERENTIAL AND WEEKEND DIFFERENTIAL

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 3:00 p.m. and 7:30 a.m. shall be entitled to receive a differential of One dollar (\$1.00) per hour for the entire work shift. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate, but not the night shift premium rate.

Employees assigned to work shifts which are equally divided before and after 3:00 p.m. will be entitled to receive a pay differential of seventy-five cents (\$.75)-per hour for the entire work shift.

Employees assigned to work a twelve (12) hour or longer shift that begins between 6:30 a.m. and 9:30 a.m. shall be entitled to receive a shift differential of One dollar (\$1.00).

Employees receiving night differential as of October 1, 1979, including employees assigned by the Trust to a rotating night shift, will receive either the above cents per hour differential or have the amount of their current shift differential frozen in cents per hour whichever is greater. Employees receiving night differential as of October 1, 1979, who are removed from a rotating night shift by the Trust and reassigned to the day shift and have the night shift differential removed and are subsequently reassigned to a night shift shall receive either the One dollar (\$1.00) or seventy- five cents (\$.75) shift differential, whichever is appropriate, or have their current shift differential frozen in cents per hour, if that differential is greater.

This night shift pay differential does not apply to the classifications shown differently in Exhibit 1B (Shift Differentials). Night shift pay differential is not paid for hours worked in excess of forty (40) hours in the work week. Night shift pay differential is a "plus item" and not to be construed as part of base pay for purpose of terminal paid leave and payment of compensatory time or holiday leave upon separation from Trust service. Employees will not be transferred or rotated from one shift to another by the Trust for the purpose of avoiding payment of night shift differential.

Weekend Differential

Except as shown differently for classifications listed in Exhibit 1B, (Shift Differentials), employees will be paid ~~twenty-five cents (\$.25)~~ two dollars (\$2.00) per hour for each hour worked between 7:00 p.m. on Friday and 7:30 a.m. on Monday providing the employee's shift begins at 7:00 p.m. or later on Friday.

This weekend shift differential will be paid only for actual hours worked, in addition to the shift differential. It does not apply to payment for leave of any type.

A ~~\$1.00~~ two dollar (\$2.00) per hour premium will be paid when management floats an employee out of their home campus to another campus or a facility outside of their home campus. The premium will only be paid for hours worked away from the home campus.

Tentatively Agreed to by:

Jana Weaver 4/19/2023
AFSCME Local 1363

JHS 4.19.23
JHS

Jackson Health System and AFSCME Local 1363
Negotiations
PHT Proposal on June 5, 2023

Article 10 – Wages and Compensation

SECTION 13 – Time in Grade Provision/Longevity

~~Employees shall receive additional pay step increments for continuous service in the same classification. Eligibility calculations for service in grade requirements are based on Trust service after October 1, 1957, as described below:~~
Step Progression through Longevity Steps is listed in the Step Progression Chart at the conclusion of this Collective Bargaining Agreement. Employees shall receive Longevity step increments for continuous service in the same classification, as follows:

- A. Advancement to the first "Time in Grade"/Longevity step shall be made after completion of ~~five (5) three (3) consecutive years' service, at the maximum rate of the salary range. Such advancement will be one (1) pay step beyond the normal maximum rate.~~
- B. Advancement to the second "Time in Grade"/Longevity step shall be made after completion of ~~five (5) three (3) consecutive years at from the first "Time in Grade"/Longevity step of the salary range pay plan.~~ Such advance will be one (1) pay step beyond the first "Time in Grade"/Longevity step.

Employees who have met the progression schedule at ratification will move to the appropriate longevity step and receive a new anniversary date accordingly, without addition time served or retroactive adjustment.

Tentatively Agreed to by:



AFSCME Local 1363



JHS

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Updated Proposal on June 7, 2023**

PHT Counterproposal to Union Proposal #14 made on February 23, 2023

Article 10 – Wages and Compensation

SECTION 15 - CORRECTIONS HEALTH SERVICES/~~WARD D~~/ BEHAVIORAL HEALTH PAY SUPPLEMENT & PUBLIC SAFETY

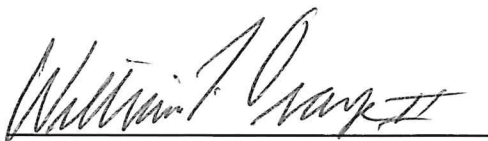
A. Employees working in Corrections Health Services, ~~Ward D~~, the Behavioral Health Hospital, Community Mental Health Clinic, or the Behavioral Health Inpatient unit at Jackson South and Behavioral Health Services will continue to receive a one-step pay supplement as long as they work in these areas. ~~The one step will be removed in the event the employee transfers from Corrections Health Services/Ward D.~~ The step will be removed if the employee is no longer working at, or floats out of, Corrections Health Services, the Behavioral Health Hospital, Community Mental Health Clinic, or the Behavioral Health Inpatient unit at Jackson South.

~~In conjunction with this pay supplement, Ward D employees may be assigned to other Corrections Health Services facilities on an as need basis~~

B. All Mental Health Specialists in all facilities will receive a 1-step hazard pay supplement, including employees on the last step of the pay plan. The supplement will be paid on the same step at a higher grade. The supplement will be removed when the employee changes job classification. An employee can receive a maximum of 1-step for hazard pay.

C. All Hospital Security Specialists in all facilities will receive a 1-step hazard pay supplement, including employees on the last step of the pay plan. The supplement will be paid on the same step at a higher grade. The supplement will be removed when the employee changes job classification. An employee can receive a maximum of 1-step for hazard pay.

Tentatively Agreed to by:



AFSCME Local 1363



JHS

Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal on March 23, 2023

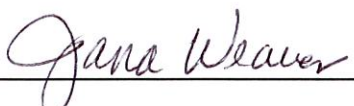
PHT Counterproposal to Union Proposal #5 made on November 9, 2022

ARTICLE 10 – WAGES AND COMPENSATION

SECTION 22 – TRAINING PAY

If employees are called upon to train another employee ~~for three (3) or more days~~, the employee performing the training will be given a one (1) step pay increase for the additional duties being performed for the length of the training period. This pay step will cease at the end of the training period.

Tentatively Agreed to by:



AFSCME Local 1363

 4.19.23

JHS

**Jackson Health System and AFSCME Local 1363
Negotiations**

PHT Updated Proposal made on February 23, 2023

PHT Proposal made on February 9, 2023

Article 10, Section 24 (New Section)

Section 24. Total Rewards Benefit Option Plan

All full-time bargaining unit members will have the option to participate in the Total Rewards Benefit Option Plan that allows employees to forgo certain benefits in exchange for a pay supplement. The following are the eligible benefits and the dollar amounts of the annual pay supplements for each eligible benefit in the Total rewards Benefit Option.

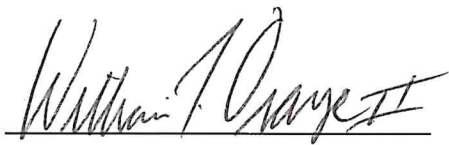
<u>Total Rewards Benefit Option Plan</u>	
<u>Benefit Options</u>	<u>Dollar Amount of Annual Pay Supplement</u>
<u>Health Insurance</u>	<u>\$5,850.00</u>
<u>Jackson First</u>	
<u>Jackson Select</u>	
<u>Jackson POS</u>	
<u>Dental Insurance</u>	<u>\$400.00</u>
<u>Delta PPO</u>	
<u>Delta HMO</u>	
<u>Paid Time Off (includes PL & Extended Illness)</u>	<u>8% of the employee's annual base salary</u>
<u>12 PTO days to be used as needed</u>	
<u>Life Insurance</u>	<u>\$550.00</u>
<u>Basic</u>	
<u>Survivor Benefits</u>	

1. Pay supplements will be paid out in equal portions per applicable elections over 26 pay periods commencing on the first pay period of the calendar year. For employees who elect their benefits outside of the open enrollment period event, the pay supplement will be prorated and paid out in equal portions based on the date of the commencement of their benefit period. The maximum pay supplement value is up to 20% of base salary.
2. Bargaining unit members who elect to forgo their Paid Time Off for the calendar year will receive twelve (12) days of Paid Time Off to be used for personal leave.

for that calendar year. Unused days cannot be rolled over or cashed out after the corresponding calendar year.

3. Bargaining unit members who select to forgo their Paid Time Off for the calendar year who have Personal Leave hours in their Personal Leave bank that they accrued in previous years may take up to eighty (80) hours of Personal Leave time during the elected calendar year, if approved by their manager.
4. Bargaining unit members who select to forego their Paid Time Off for the calendar year are eligible to elect to cash out their Personal Leave as per the language in the collective bargaining unit.
5. In order to be eligible for a pay supplement, bargaining unit members who are electing to forego their health insurance must attest and show proof of insurance elsewhere, during the period that they will not be covered by one of the Jackson Health System insurance plans.
6. In order to participate in the Total Rewards Benefit Option plan, employees must complete the required enrollment documentation and timely renew their elections during each enrollment period.
7. This program will be effective January 1, 2024, and will sunset October 1, 2025, unless both parties mutually agree to continue the program.

Tentatively Agreed by:



AFSCME Local 1363



Public Health Trust/Jackson /Health System

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal on April 19, 2023**

PHT Verbal Counterproposal to Union Proposal #12 made on March 15, 2023

Article 12 – Vacations, Holidays, and Other Leaves of Absence
Section 2 – Extended Illness Leave Program

(Replaces language in (H)): For payout purposes, upon ratification, any eligible employee who had their extended illness bank frozen at the years of service and the corresponding percent payout in 2011, and who are still employed at Jackson Health System with uninterrupted service will be eligible for their extended illness bank payout upon separation. Payout will be based on the employee's years of service and base rate of pay upon separation. Employees who retired after 30 years of full-time employment will be eligible to receive 100% payment of their full balance of accrued extended illness leave, excluding any shift differential and will not be subject to any maximum number of hours. Employees with less than thirty (30) years full-time continuous employment who retire or resign from the Trust will be eligible to receive payment for up to a maximum of 1,000 hours of accrued extended illness leave at the employee's base rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 yrs. - No payment

10 yrs. but less than 11 yrs. - 25%

11 yrs. but less than 12 yrs. - 30%

12 yrs. but less than 13 yrs. - 35%

13 yrs. but less than 14 yrs. - 40%

14 yrs. but less than 15 yrs. - 45%

15 yrs. but less than 16 yrs. - 50%

16 yrs. but less than 17 yrs. - 55%

17 yrs. but less than 18 yrs. - 60%

18 yrs. but less than 19 yrs. - 65%

19 yrs. but less than 20 yrs. - 70%

20 yrs. but less than 21 yrs. - 75%

21 yrs. but less than 22 yrs. - 77.5%

22 yrs. but less than 23 yrs. - 80%

23 yrs. but less than 24 yrs. - 82.5%

24 yrs. but less than 25 yrs. - 85%

25 yrs. but less than 26 yrs. - 87.5%

26 yrs. but less than 27 yrs. - 90%

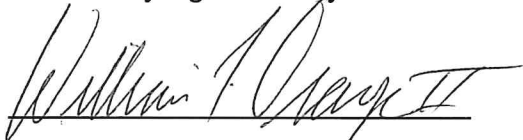
27 yrs. but less than 28 yrs. - 92.5%

28 yrs. but less than 29 yrs. - 95%

29 yrs. but less than 30 yrs. - 97.5%

Employees who retire after 30 years of full-time Trust/County employment, will be eligible to receive 100% payment of their full balance of accrued extended illness leave. Such payment will be made at the employee's current base rate of pay at the time of retirement, excluding any shift differential and will not be subject to any maximum number of hours.

Tentatively Agreed to by:



AFSCME Local 1363



6/27/23

JHS

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal made on May 5, 2023**

AFSCME Counterproposal Proposal #15 – Made on March 15, 2023

Article 12

Section 3. Vacation Requests

A. Annual Vacation Scheduling Procedure

The annual vacation leave period will be January through December. The vacation scheduling procedure shall be as follows:

- 1) Leave request forms will be distributed with a sample copy of the upcoming year's vacation calendar from September 1st – September 30th.
- 2) Leave request forms shall be returned by employees by October 1st
- 3) Annual vacation calendars will be published and posted by December 1st.
- 4) Employees may request any two vacation periods, designating them as "first plan" and "second plan." Although eighty (80) hour blocks of vacation are preferable for scheduling convenience, intermittent vacation (in periods of 8 hours or more each) may be scheduled.
- 5) Employees will be granted one hundred and sixty (160) hours of vacation yearly based on this vacation scheduling procedure. Every possible effort will be made to accommodate a longer period of time if requested by the employee.
- 6) Vacation periods will be scheduled by employees' seniority based on an employee's date of hire for the first one hundred and sixty (160) hours of each employee's vacation schedule for the year. Remaining vacation will be scheduled on a "first come, first served" basis, based on patient care needs. All employees (except those who have not completed their probationary period as of January 1st of the upcoming year), will be encouraged to schedule and take at least eighty (80) hours of vacation each calendar year.
- 7) Employees whose forms are not returned by November 1st will have vacation scheduled for the upcoming year on the "first come, first served" basis mentioned above.

B. Other Vacation Requests

At all other times during the vacation year, requests will be scheduled on a "first come first served" basis. Vacation requests should be submitted ~~forty (40) days~~ in advance of schedules being prepared and posted (typically 4-6 weeks prior to the requested day(s) off); however, vacation requests made less than 4-6 weeks in advance shall not be unreasonably denied. ~~unless extenuating circumstances give rise to emergency requests.~~ Response to vacation requests under this paragraph will be in writing, and will be provided to the employee no later than fourteen (14) calendar days after the date of submission. If the vacation request is not responded to within fourteen (14) calendar days, the employee may escalate the request to the next level Supervisor. The next level Supervisor will make a final determination within seven (7) calendar days.

Tentatively Agreed by:

Jana Weaver 5/5/2023
AFSCME Local 1363

Don Johns 5/5/23
Public Health Trust/Jackson Health System

**Jackson Health System and AFSCME Local 1363
Negotiations**

PHT Proposal made on February 23, 2023

**ARTICLE 12 VACATIONS, HOLIDAYS, AND OTHER LEAVES OF
ABSENCE**

SECTION - 12 HOLIDAYS

A. The following major holidays are observed by the Public Health Trust:

New Year's Day	Christmas Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day/July 4th	Friday After Thanksgiving
Labor Day	Juneteenth

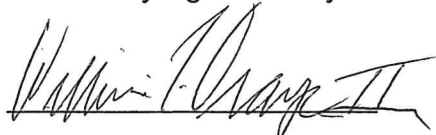
B. Eligible employees working in units that are closed on holidays shall have the option either to take the day off as Personal Leave, or to work in their own/other areas of the bargaining unit if such work is available and/or needed to be completed as approved by the supervisor.

C. The Trust shall have the authority to determine and schedule the actual day on which a Trust recognized holiday will be observed.

~~D. Effective upon ratification, t~~The national holiday referred to as Juneteenth, which takes place on June 19th, ~~will be~~ is recognized as a holiday by the Trust. Employees who are granted time off for this holiday will have a Personal Leave day deducted from their paid leave account. In any given year, in the event June 19th falls on a Saturday, it will be observed on the Friday before; and if it falls on a Sunday it will be observed on the next Monday.

~~D.E. Employees who work on the Thanksgiving, Christmas or New Years Day holidays (from 7:00 pm to 7:00 pm of the holiday) will be eligible to receive administrative pay for two (2)hours straight time at their regular rate of pay. This pay will be included in the employee's payroll for the period including the worked holiday.~~

Tentatively Agreed to by:



AFSCME Local 1363



JHS

Jackson Health System and AFSCME Local 1363
Negotiations
PHT Proposal made on February 9, 2023 and March 15, 2023

SECTION 1 - GROUP HEALTH INSURANCE

The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization and a Point of Service Plan pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the qualified Health Maintenance Organization.

The Trust's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

- A. The Trust's Group Health Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.
- B. Copies of the plan designs and cost structures are attached to this Agreement as appendix A. Part time employees with benefits who consistently work 30 or more hours per week, and part time employees assigned to a 3/2 schedule that average 57 ½ hours bi-weekly, are eligible for participation in the PHT's health plans. In addition to the POS Plan, the PHT will continue to provide the Select Network/Managed Health Care and Jackson First Group Insurance Plans.

~~Beginning January 1, 2024², the employee cost of the biweekly dependent premiums for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by 10% of the current premium rate. Beginning January 1, 2022, single coverage for select will increase to \$50 biweekly and single coverage for POS will increase to \$150 biweekly. the employee cost of the biweekly premiums, dependent, and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase to those shown in the Medical Plan section of this Agreement.~~

~~Beginning January 1, 2024², copays for non-Jackson Urgent Care Centers will increase to \$50.00, and copays for Emergency Department visits will increase by one-hundred dollars (\$100) ~~\$50.00~~ (excluding pediatric emergency department visits) on Jackson First and Select plans, and by fifty dollars (\$50) on POS plans, all plans. Also, the co-pays for outpatient procedures will increase to \$200.00 and the copays for inpatient service will increase to \$100.00 for POS and the Select Network/Managed Health Care Group Insurance Plan.~~

~~Beginning January 1, 2025³, the employee cost of the biweekly premiums, dependent and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by 10% of the premium rate. the employee cost of the biweekly premiums, dependent, and single coverage, for Select Network/Managed Health Care Group Insurance Plan and the POS will increase to those shown in the Medical Plan section of this Agreement.~~

~~Beginning January 1, 2026, the employee cost of the biweekly premiums, dependent, and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase to those shown in the Medical Plan section of this Agreement.~~

Beginning on January 1, 2022, insurance coverage for all plans will be limited to the following four (4) pharmacy retail outlets: 1) CVS, 2) Target, 3) Navarro, and 4) Publix. Brand and Non-preferred prescription drugs. co-pays for all plans will increase by ten dollars (\$10)

Bargaining unit members who elect not to participate in the annual wellness visit for any reason will also have their cost of coverage increase by \$50 per pay period for the following plan year.

Beginning on January 1, 2024, a new "Part-Time 24" with benefits status will be created. Employees under this status will be eligible for health insurance benefits as illustrated in the Medical Plans section of this Agreement. All other benefits for this status will mirror those that apply to current. Part-time with limited benefits status.

C. JACKSON FIRST PLAN OPTION

Eligible Jackson Health System employees will continue to be given the option of enrolling in the Jackson First health insurance plan, in addition to the current available options. This Plan is voluntary and available to any benefits-eligible employee and their dependents. There will be no co-pays and/or deductibles for services performed at Jackson facilities (except urgent care, emergency care and Pharmacy Services), or by any physician with admitting privileges at Jackson Health System. For individual employees electing the employee only option there will be no premium contribution for the term of the agreement.

Jackson First plan participants and Select Plan participants electing to use Jackson services shall also have access to a concierge service as described in the attached addendum that is a dedicated telephone line for scheduling appointments for Jackson Health System providers. It is the intent of the parties that employees selecting the Jackson First plan have access to an urgent primary care physician within forty-eight (48) hours of requesting an appointment, access to a routine primary care physician within ten (10) days of requesting an appointment, and access to outpatient diagnostic imaging within five (5) days of requesting an appointment.

~~Beginning on January 1, 2022, the premiums for the voluntary dental coverage will be increased by 10%. Beginning in January 2023, the premiums for the voluntary dental coverage will be increased an additional 10%.~~

- D. The parties will create a Health Care Committee comprised of two (2) members appointed by Management and two (2) members appointed by the Union. The Committee will meet monthly, and shall be provided any and all available information necessary to monitor utilization, cost, and effectiveness of the plans.

E. Telehealth

The parties agree that there is a need for the PHT to implement Telehealth, a voluntary program which allows employees to contact a physician on a 24/7 basis for convenient low cost medical care. This program will reduce our employees from seeking immediate healthcare for low intensity health concerns in urgent care centers and emergency rooms and provide immediate high quality access to care.

In an effort to encourage employees to participate in the Telehealth program, a co-pay of only ten (\$10) dollars will be charged for employees or dependents who use the services provided by

telehealth. Employees can access Telehealth via mobile app, visit the website or call toll free for physician to diagnose, treat, and prescribe with no additional charge.

~~F. Covid-19 Non-Vaccinated Employee Surcharge~~

~~Beginning January 1, 2022, employees who have not been fully vaccinated with an FDA approved (emergency or full approval) Covid-19 Vaccination will be assessed a surcharge of fifty dollars (\$50.00) per pay period. Full vaccination includes receiving all follow-up booster shots. Employees may apply for a medical or religious accommodation under this section. Employees who want to remove the surcharge may do so upon providing proof of full vaccination.~~

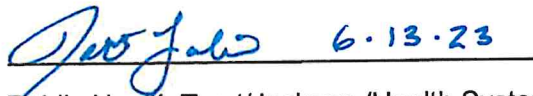
SECTION 2 - PHARMACY DISCOUNT

Employees in the bargaining unit may purchase hospital formulary drugs from the Trust's Outpatient Pharmacy during its regular operating hours; pursuant to the PHS340B purchasing contract. The charge to the employee will be acquisition cost plus 10% with no minimum. All prescriptions must be paid in cash on the day they are dispensed.

Tentatively Agreed by:



AFSCME Local 1363



Public Health Trust/Jackson /Health System

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Counterproposal on June 6, 2023**

PHT Counterproposal to Union Proposal #19 made on February 23, 2023

ARTICLE 16 TERMS OF AGREEMENT

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SECTION 7 - TERM OF AGREEMENT AND REOPENING

The Collective Bargaining Agreement between the Public Health Trust and the Dade County Public Employees Local 1363, AFSCME, AFL-CIO, shall be effective October 1, 202~~30~~⁶³ and continue to September 30, 202~~63~~⁹³.

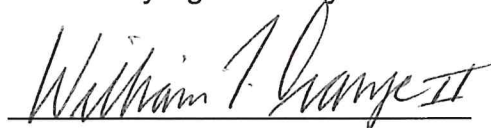
(a) The parties agree to resume bargaining no later than June 1, 2024 for the sole purpose of negotiating Article 10, Section 1(a), as it relates to a Cost of Living Adjustment (COLA), and Article 10, Section 7 Longevity Bonus.

(b) The parties agree to resume bargaining no later than June 1, 2025 for the sole purpose of negotiating Article 10, Section 1(a), as it relates to a Cost of Living Adjustment (COLA).

This contract represents a fair and equitable agreement with a very critical bargaining unit and is the product of good faith negotiations between the parties. It recognizes the services provided by these important public servants by addressing their economic concerns while ensuring the continued delivery of quality public safety services in a fiscally responsible manner.

Either party may require by written notice to the other between June 1, 202~~63~~⁹³ and not later than June 30, 202~~63~~⁹³, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 202~~63~~⁹³. If neither party shall submit such a written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 202~~63~~⁹³ through September 30, 202~~93~~⁹³.

Tentatively Agreed to by:



AFSCME Local 1363



6/27/23

JHS

**Jackson Health System and AFSCME Local 1363
Negotiations
PHT Proposal on June 7, 2023**

Memorandum of Understanding

The parties agree that the phrase "effective upon ratification" in the 2023-2024 collective bargaining agreement shall mean no later than July 9, 2023

Tentatively Agreed by:



AFSCME Local 1363

 6/27/23

Public Health Trust/Jackson Health System

2/23

Union Proposal #18

Article 18

Tuition Reimbursement

All eligible full time bargaining unit employees employed by the Employer will receive one hundred per cent (100%) tuition reimbursement in accordance with the established policies and procedures maintained by the Employer. This reimbursement may be used for continuing education, seminars, conferences and/or certification modules, providing it is approved in advance by the Department of Education and Development.

All eligible regular part-time bargaining unit employees will receive 50% tuition reimbursement in accordance with the established policies and procedures maintained by the Employer.

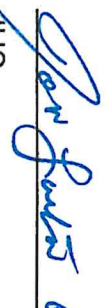
TR
Jana Weaver 2/23/2023
Joe Gault 2/23/23

AFSCME Step Progression Chart (Pg. 115 of current CBA)

MAXIMUM NUMBER OF STEPS:	9	10	12
STEP PROGRESSION	Step 1 to Step 2 = 6 months	Step 1 to Step 2 = 6 months	Step 1 to Step 2 = 6 months
	Step 2 to Step 3 = 12 months	Step 2 to Step 3 = 12 months	Step 2 to Step 3 = 12 months
	Step 3 to Step 4 = 12 months	Step 3 to Step 4 = 12 months	Step 3 to Step 4 = 12 months
	Step 4 to Step 5 = 12 months	Step 4 to Step 5 = 12 months	Step 4 to Step 5 = 12 months
	Step 5 to Step 6 = 12 months	Step 5 to Step 6 = 12 months	Step 5 to Step 6 = 12 months
	Step 6 to Step 7 = 12 months	Step 6 to Step 7 = 12 months	Step 6 to Step 7 = 12 months
	Step 7 to Step 8 = 60 36 months	Step 7 to Step 8 = 12 months	Step 7 to Step 8 = 12 months
	Step 8 to Step 9 = 60 36 months	Step 8 to Step 9 = 60 36 months	Step 8 to Step 9 = 12 months
		Step 9 to Step 10 = 60 36 months	Step 9 to Step 10 = 12 months
			Step 10 to Step 11 = 60 36 months
			Step 11 to Step 12 = 60 36 months

Tentatively Agreed to by:


AFSCME Local 1363

 6.13.23
JHS