MEMORANDUM

Agenda Item No. 11(A)(22)

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 "memorandum of agreement" by and among Miami-Dade County, the Public Health Trust and the Government Supervisors Association of Florida, OPEIU, Local 100 – Supervisory Employees, as an addendum to the parties' 2023-2026 collective bargaining agreement

Resolution No. R-670-23

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:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Agenda Item No. 11(A)(22)

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)(22)
7-6-23

RESOLUTION NO. R-670-23

RESOLUTION APPROVING AND RATIFYING THE "MEMORANDUM OF AGREEMENT" BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 – SUPERVISORY EMPLOYEES, AS AN ADDENDUM TO THE PARTIES' 2023-2026 COLLECTIVE BARGAINING AGREEMENT

WHEREAS, on May 16, 2023, the Board of County Commissioners ("Board") adopted Resolution No. R-471-23, which approved and ratified the 2023-2026 collective bargaining agreement between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 - Supervisory Employees Unit ("GSAF, Local 100"), representing employees working in various County Departments and the Public Health Trust of Miami-Dade County (the "PHT"); and

WHEREAS, subsequently, the President and staff of the PHT which operates the Jackson Health System ("JHS") negotiated in good faith with representatives of GSAF, Local 100 which is the duly certified collective bargaining agent representing bargaining unit members of GSAF, Local 100 employed by the PHT; and

WHEREAS, on June 27, 2023, such negotiations resulted in a tentative memorandum of agreement between the PHT and GSAF, Local 100, regarding contract provisions applicable to employees of the PHT who are covered by the GSAF, Local 100 bargaining unit, a copy of which is attached to the accompanying memorandum from the Chairman of the Board of Trustees of the Public Health Trust and incorporated herein by reference ("memorandum"); and

WHEREAS, the President and the Board of Trustees of the PHT desire to accomplish the purposes of this tentative memorandum of agreement between the PHT and GSAF, Local 100 and recommend that the tentative memorandum of agreement be approved and ratified as an addendum to the 2023-2026 collective bargaining agreement ratified by the Board on May 16, 2023; and

WHEREAS, the tentative memorandum of agreement attached to the accompanying memorandum is scheduled for a ratification vote by the bargaining unit members of GSAF, Local 100 on July 5, 2023; and

WHEREAS, on June 28, 2023, the Board of Trustees of the PHT adopted Resolution No. PHT 06/2023-040 that accepted the tentatively agreed-upon memorandum of agreement by and among Miami-Dade County, the Public Health Trust and GSAF, Local 100, 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; 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, if GSAF, Local 100 ratifies the memorandum of agreement attached to the accompanying memorandum, this Board desires to ratify the memorandum of agreement as an addendum to the parties' 2023-2026 collective bargaining agreement, 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 memorandum of agreement, in substantially the form attached to the accompanying memorandum and made a part hereof, as an addendum to the 2023-2026 collective bargaining agreement by and among Miami-Dade County, the Public Health Trust and GSAF, Local 100 for the period of October 1, 2023, through September 30, 2026.

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.

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: 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and The Government Supervisors Association of Florida, OPEIU, Local 100 (Approximately 130 employees)

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve this resolution accepting this carve out Agreement to the 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and The Government Supervisors Association of Florida, OPEIU, Local 100 (GSAF) Bargaining Unit. This agreement covers approximately one hundred thirty (130) 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 GSAF, Local 100 Bargaining Unit.

Fiscal Impact/Funding Source

The fiscal impact for the first year of this three (3) year Agreement would be $1,014,955. There is a re-opener for the cost of living adjustment (COLA) 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 GSAF, Local 100. As a result, the parties have agreed to forego previously negotiated terms in the 2020-2023 carve out agreement for the GSAF, Local 100 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:

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-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

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.

- Radiology Supervisor: Step 4 will become the new Step 1 for the Radiology Supervisor step plan after the COLA adjustment. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

- Environmental Services Supervisor: Step 3 will become the new Step 1 for the Environmental Services (EVS) Supervisor step plan after the COLA adjustment. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

- Nutrition Supervisor: The Nutrition Supervisor step plan will mirror the Environmental Services (EVS) Supervisor step plan. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

- Registered Respiratory Therapist Supervisor 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.

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

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

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.

Group 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 - 040

RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT AS AN ADDENDUM TO THE PARTIES' 2023-2026 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100, SUPERVISORY FORWARDING SUCH AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR RATIFICATION

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

WHEREAS, the CEO and staff of the Public Health Trust have negotiated in good faith with representatives of the Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory (hereinafter referred to as "GSAF, Local 100") which is the duly certified collective bargaining agent representing bargaining unit members of GSAF, Local 100, Supervisory employees who are employed by the Public Health Trust; and

WHEREAS, such negotiations have resulted in a proposed memorandum of agreement as an addendum to the parties' 2023-2026 Collective Bargaining Agreement, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS this memorandum of agreement as an addendum to the Collective Bargaining Agreement is scheduled for a ratification vote by the GSAF, Local 100, bargaining unit by July 3, 2023; and

WHEREAS, the CEO and the Board of Trustees desire to accomplish the purposes outlined in the accompanying memorandum and recommend ratification of the proposed memorandum of agreement to the parties' 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 memorandum of agreement as an addendum to the parties' 2023-2026 Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust, and GSAF, Local 100, 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.

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 ______________________________

Jackson HEALTH SYSTEM PUBLIC HEALTH TRUST

Miracles made daily.

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

FROM: Carlos A. Migoya
Chief Executive Officer

DATE: June 28, 2023

RE: 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and The Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory (Approximately 130 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 memorandum of agreement as an addendum to the parties' 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and The Government Supervisors Association of Florida, OPEIU, Local 100, Supervisory (GSAF) Bargaining Unit. This agreement covers approximately one hundred thirty (130) 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 GSAF Bargaining Unit.

Fiscal Impact/Funding Source

The fiscal impact for the first year of this three (3) year Agreement would be $1,014,955. There is a re-opener for the cost of living adjustment (COLA) 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 GSAF. As a result, the parties have agreed to forego previously negotiated terms in the 2020-2023 memorandum of agreement for the GSAF 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:

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-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

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.

- Radiology Supervisor: Step 4 will become the new Step 1 for the Radiology Supervisor step plan after the COLA adjustment. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

- Environmental Services Supervisor: Step 3 will become the new Step 1 for the Environmental Services (EVS) Supervisor step plan after the COLA adjustment. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

- Nutrition Supervisor: The Nutrition Supervisor step plan will mirror the Environmental Services (EVS) Supervisor step plan. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

- Registered Respiratory Therapist Supervisor 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.

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

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

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.

Group 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.

Jackson HEALTH SYSTEM PUBLIC HEALTH TRUST

MEMORANDUM OF AGREEMENT ("MOA")

BETWEEN

JACKSON HEALTH SYSTEM/PUBLIC HEALTH TRUST, MIAMI DADE COUNTY

AND

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100, AFL-CIO

The Government Supervisors Association of Florida, OPEIU, Local 100, AFL-CIO ("GSAF") executed a Collective Bargaining Agreement with Miami-Dade County ("MDC") and the Jackson Health System, Public Health Trust ("PHT"), covering the period October 1, 2023 – September 30, 2026.

The parties (PHT and GSAF) have negotiated and agreed to certain modifications of the CBA (referred to as "carve out" provisions) as applied to employees of the PHT, as follows:

A. Wage Adjustments

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 a Cost of Living Adjustment (COLA).

C. 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).

B. Market Adjustments

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.

I. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first; Step 4 will become the new Step 1 for the Radiology Supervisor step plan after the COLA adjustment. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

II. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first; Step 3 will become the new Step 1 for the Environmental Services (EVS) Supervisor step plan after the COLA adjustment. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

III. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first; the Nutrition Supervisor step plan will mirror the Environmental Services (EVS) Supervisor step plan. Employees in this classification will move to the new step schedule using the step-to-step method. There will be no change to employee's current step.

IV. Effective the first full pay period after the ratification, or October 1st, 2023, whichever comes first; Registered Respiratory Therapist Supervisor 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. Juneteenth

Juneteenth, which takes place on June 19th, is recognized as a holiday by the PHT. 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. Declared Disasters

When an emergency is declared by the President of the PHT, and all employees are generally excused from work because of the emergency, those employees who are required to work during an emergency will be paid time-and-a-half for all hours worked during the emergency period. This shall not apply to job basis personnel.

E. Bereavement

Bereavement leave will continue to be administered as per the terms set forth by Article 22 of the 2017 – 2020 GSAF Collective Bargaining Agreement.

F. Step Progression – Longevity Steps

The last three (3) steps of each pay plan will have a three (3) year progression between each of those steps.

G. Longevity Bonus

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.

Effective upon ratification or October 1,2023, whichever comes first, the annual longevity bonus payments will be increased by one (1) percent and be paid in accordance with the following schedule:

Years of Completed
Full-Time Continuous -------------------------------- Percentage Payment
Trust Service --- of Base Salary

15 .... 2.5%
16 .... 2.6%
17 .... 2.7%
18 .... 2.8%
19 .... 2.9%
20 .... 3.0%
21 .... 3.1%
22 .... 3.2%
23 .... 3.3%
24 .... 3.4%
25 .... 3.5%
26 .... 3.6%
27 .... 3.7%
28 .... 3.8%
29 .... 3.9%
30 .... 4.0%

H. <u>Hazard Pay</u>

I. Employees working in Corrections Health Services, the Behavioral Health Hospital, Community Mental Health Clinic, or the Behavioral Health Inpatient unit at Jackson South will receive a one-step pay supplement as long as they work in these areas. 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.

II. The classification of Security Sergeant and Security Lieutenant 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.

I. <u>Total Rewards Benefit Option Plan</u>

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.

Total Rewards Benefit Option Plan	
Benefit Options	Dollar Amount of Annual Pay Supplement
Health Insurance	$5,850.00
Jackson First	
Jackson Select	
Jackson POS	
Dental Insurance	$400.00
Delta PPO	

Delta HMO	
Paid Time Off (includes PL & Extended Illness)	8% of the employee's annual base salary
12 PTO days to be used as needed	
Life Insurance	$550.00
Basic	
Survivor Benefits	

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.

J. <u>Vacation Requests</u>

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.

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 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. 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.

K. Personal Leave/Vacation Accrual Cash Outs

1. Employees who have at least 80 hours of unused Personal Leave/ Vacation as of the election date (from December 1 through December 21) of any calendar year (the "Election Year") may voluntarily elect to receive cash instead of 20 to 80 hours (for employees with less than 10 years of continuous service) or up to 120 hours (for employees with 10 years or more of continuous service), total for the year, but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour. Based on the employee's request, cash-out payments will be distributed in the last paycheck in June and/or December of the Accrual Year.

2. An election to cash-out Personal Leave/Vacation hours that may accrue in the Accrual Year must be made before the beginning of the Accrual Year from December 1 through December 21 of the Election Year.

3. The employee must make the election to cash-out Personal Leave/ Vacation hours that he or she will accrue in the Accrual Year in writing, on a cash-out election form provided by Jackson Health. The election must state the number of Personal Leave/ Vacation hours to be cashed out.

4. All elections are irrevocable once made. Employees cannot increase or decrease the number of Personal Leave/Vacation hours they will cash out in the Accrual Year after December 21 of the Election Year.
5. Payment of cashed-out hours will be made in the last pay period of June and/or December of the Accrual Year at the rate of pay at the time of payment. Upon employment separation for any reason before the end of the Accrual Year, all accrued personal leave hours, including hours designated as cash out, shall be paid out in accordance with Section I below.
6. During the accrual year, accrued time shall be allocated on a pro rata basis between cash out and Personal Leave/Vacation time on the same percentage basis as the cash out amount is to the potential maximum accrual. (Example: If an employee elects to cash out 80 hours and is entitled to accrue a maximum of 240 hours in the accrual year, personal leave accruals shall be allocated 33.33% toward cash out and 66.67% toward the leave balance.)
7. Elections to cash out leave must be made on a tax (calendar) year basis.
8. Employees are solely responsible for assuring appropriate leave balances for their personal needs. An employee will be without pay (out of pay status) if appropriate leave balances or other sources of payment or leave are not applicable.

Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.

1. To qualify for a 100% terminal benefit from the personal leave account, a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks' advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.
2. An employee who has been discharged after a minimum of six (6) months of continuous employment shall be paid 100% of terminal benefits.
3. The terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.

Personal leave hours shall be paid at the employee's regular shift rate of pay. Personal leave hours may be accumulated up to a maximum of five-hundred (500) hours. Any hours accumulated above five-hundred (500) hours will forfeit and lose such excess annual leave accrual. All PHT employees are encouraged to participate in the "Make Time, Take Time" culture to promote a work-life balance.

L. **<u>Extended Illness/Sick Leave</u>**

Employees hired after September 30, 2017, will accrue extended illness hours, but shall not be eligible to receive payment for any accrued extended illness hours upon separation.

Employees hired prior to October 1, 2017, with less than thirty (30) years full-time PHT/County employment who retire or resign from the PHT will be eligible to receive payment for up to a maximum of 1,000 hours of accrued extended illness leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 years	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.	77.50%
22 yrs. but less than 23 yrs.	80%
23 yrs. but less than 24 yrs.	82.50%
24 yrs. but less than 25 yrs.	85%
25 yrs. but less than 26 yrs.	87.50%
26 yrs. but less than 27 yrs.	90%
27 yrs. but less than 28 yrs.	92.50%
28 yrs. but less than 29 yrs.	95%
29 yrs. but less than 30 yrs.	97.50%

Employees hired prior to October 1, 2017, who retire after 30 years of full-time PHT/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 rate of pay at the time of retirement, excluding any shift differential and will not be subject to any maximum number of hours.

M. Corrective Action

Prior to commencing any corrective action for violation of JHS Policy, all supervisors must electronically complete a Just Culture Incident Assessment to determine whether the employee's choice(s), action(s), and/or inaction(s) were at-risk or reckless, or whether system or other factors were responsible for the particular outcome. If the Just Culture Incident Assessment results in a determination that an employee's choice(s), action(s), or inaction(s) were at-risk or reckless, the employee's supervisor will proceed to electronically draft a Record of Counseling (ROC) or Corrective Action Report (CAR) for violation of JHS Policy. The ROC or CAR will be submitted to the assigned JHS Human Resources/Labor Relations team member to review whether the ROC/CAR's content reflects one or more violation(s) of JHS Policy, and whether corrective action is consistent with the practice across JHS. The ROC/CAR will either be rejected, or approved and electronically returned to the supervisor for commencement of the corrective action process.

N. 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, 2024, 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, 2024, copays for Emergency Department visits will increase by one-hundred dollars ($100) (excluding pediatric emergency department visits) on Jackson First and Select plans, and by fifty dollars ($50) on POS plans.

Beginning January 1, 2025, 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, 2024, 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.

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. 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.

Agreed and date this 27th day of June 2022.

GSAF, OPEIU, Local 100

Fredricka Green 6/27/23
Signature Date

Fredricka Green
Printed Name

Jackson Health System/Public Health Trust

Enbar Cohen 6/27/23
Signature Date

Enbar Cohen
Printed Name

Plan	Tier	2023	2024	2025	2026
Jackson First	Employee Only	$0.00	$0.00	$0.00	$0.00
	Employee + Spouse	$120.00	$120.00	$120.00	$120.00
	Employee + Child(ren)	$105.00	$105.00	$105.00	$105.00
	Family	$160.00	$160.00	$160.00	$160.00
Select HMO	Employee Only	$55.00	$57.75	$60.64	$63.67
	Employee + Spouse	$221.43	$232.50	$244.13	$256.34
	Employee + Child(ren)	$188.01	$197.41	$207.28	$217.64
	Family	$314.97	$330.72	$347.26	$364.62
POS	Employee Only	$165.00	$173.25	$181.91	$191.01
	Employee + Spouse	$505.58	$530.86	$557.40	$585.27
	Employee + Child(ren)	$419.49	$440.46	$462.48	$485.60
	Family	$873.99	$917.69	$963.57	$1,011.75

6/27/23

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Proposed "Part-Time 24" Status Health Insurance Illustration

Introduce a new Status and Offer health Insurance Plans at Higher Premiums for Part-Time to 24 hours

Current			Employees (New Proposed Status)	
Plan	Tier	2023 Bi-Weekly EE	Part Time Load	Part Time 24 Bi-Weekly
Jackson First	EE	$0.00	$25.00	$25.00
	ES	$120.00	$75.00	$195.00
	EC	$105.00	$50.00	$155.00
	EF	$160.00	$100.00	$260.00
Select HMO	EE	$55.00	$50.00	$105.00
	ES	$221.43	$100.00	$321.43
	EC	$188.01	$75.00	$263.01
	EF	$314.97	$125.00	$439.97
POS	EE	$165.00	$100.00	$265.00
	ES	$505.58	$150.00	$655.58
	EC	$419.49	$125.00	$544.49
	EF	$873.99	$175.00	$1,048.99

Note: Based on 2023 biweekly rates.

6/27/23

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