

## **MEMORANDUM**

Agenda Item No. 11(A)(23)

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**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 Service Employees  
International Union, Local 1991,  
registered nurses; and waiving  
requirements of Resolution No.  
R-130-06

Resolution No. R-671-23

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



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Geri Bonzon-Keenan  
County Attorney

GBK/uw



## 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)(23)

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)(23)  
7-6-23

RESOLUTION NO. \_\_\_\_\_ R-671-23

RESOLUTION APPROVING AND RATIFYING THE 2023-2026  
COLLECTIVE BARGAINING AGREEMENT BY AND AMONG  
MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1991, REGISTERED NURSES; 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 Service Employees International Union, Local 1991, Registered Nurses (“SEIU, Local 1991, Registered Nurses”) which is the duly certified collective bargaining agent representing bargaining unit members of SEIU, Local 1991, Registered Nurses employed by the PHT; and

**WHEREAS**, such negotiations have resulted in a tentative agreement between the PHT and SEIU, Local 1991, Registered Nurses, 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 SEIU, Local 1991, Registered Nurses and recommend that the tentative agreement be approved and ratified; and

**WHEREAS**, the tentative agreement was ratified by the bargaining unit members of SEIU, Local 1991, Registered Nurses on June 23, 2023; and

**WHEREAS**, on June 28, 2023, the Board of Trustees of the PHT adopted Resolution No. PHT 06/2023-034 that accepted the tentatively agreed-upon 2023-2026 Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust and SEIU, Local 1991, Registered Nurses, 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 SEIU, Local 1991, Registered Nurses 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 SEIU, Local 1991, Registered Nurses after it has been ratified by SEIU, Local 1991, Registered Nurses and this Board; and



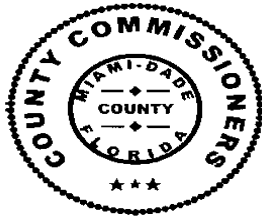
**WHEREAS**, this Board desires to ratify the 2023-2026 collective bargaining agreement attached to the accompanying memorandum, and to accomplish the purposes outlined in the accompanying memorandum,

**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 SEIU, Local 1991, Registered Nurses 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 | <b>aye</b> |                      |               |
| Anthony Rodríguez, Vice Chairman | <b>aye</b> |                      |               |
| Marleine Bastien                 | <b>aye</b> | Juan Carlos Bermudez | <b>aye</b>    |
| Kevin Marino Cabrera             | <b>aye</b> | Sen. René García     | <b>absent</b> |
| Roberto J. Gonzalez              | <b>aye</b> | Keon Hardemon        | <b>absent</b> |
| Danielle Cohen Higgins           | <b>aye</b> | Eileen Higgins       | <b>aye</b>    |
| Kionne L. McGhee                 | <b>aye</b> | Raquel A. Regalado   | <b>absent</b> |
| Micky Steinberg                  | <b>aye</b> |                      |               |

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> 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, Board of Trustees of the Public Health Trust

Subject: 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union (SEIU), Local 1991, Registered Nurses Bargaining Unit (Approximately 4,800 Employees)

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### **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 Service Employees International Union (SEIU), Local 1991, Registered Nurses Bargaining Unit (Agreement). This Agreement covers approximately four thousand eight hundred (4,800) 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 that are members of the SEIU, Local 1991 RN Bargaining Unit.

### **Fiscal Impact/Funding Source**

The fiscal impact for the first year of this three (3) year Agreement would be \$56,515,210. There is a re-opener for the cost of living adjustment (COLA), clinical nursing ladder, and medical-surgical staffing ratios at Jackson Memorial Hospital 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 Executive Vice President and Chief Human Resource Officer.

### **Background**

This Agreement is a product of good-faith negotiations between management's negotiating team and SEIU Local 1991, RN. 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 certain classifications that required market adjustments and increased the base wages of all bargaining unit members by 8% 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 XI - Salaries**

**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), Clinical Nursing Ladder and Medical-Surgical Staffing Ratios at Jackson Memorial Hospital 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:**

CSNs, Nurse Managers, ANMs Nurse Educators and Vascular Access Specialist: Effective upon ratification or on October 1, 2023, whichever comes first, CSNs, Nurse Managers, ANMs and Vascular Access Specialists will receive a +1% market adjustment. Effective October 1, 2023, the step schedules of CSNs, Nurse Managers, ANMs and Vascular Access Specialists will be revised where Step 2 becomes new Step 1.

Nurse Anesthetist: Effective upon ratification or on October 1, 2023, whichever comes first, the step schedules for the Nurse Anesthetist will be revised where Step 2 becomes the new Step 1.

**Step Progression:**

The last two steps of every step schedule for each classification in this bargaining unit goes from 48 months to 36 months. When the pay plan has more than 8 steps but fewer than 17, Step 1-6 is every 12 months, thereafter progression is every 24 months up until the last two steps which is 36 months.

CSN only: First 10 steps are 12 months, then step 10 to 16 is 24 months (from 36 months), and last two steps (15 to 17) are 36 months (from 48 months).

**Hazard Pay:**

All full-time and part-time bargaining unit members will be paid a one-step increase while working at the Behavioral Health hospital or Behavioral Health inpatient unit at Jackson South.

**Charge Pay:**

All bargaining unit members will receive an increase for charge pay from \$2.50 to \$3.00.

**Preceptor Pay:**

All bargaining unit members will receive an increase for preceptor pay from \$2.00 to \$2.50.

**Main Campus Inpatient Differential:**

Eligible bargaining unit members will receive an increase in the main campus inpatient differential from \$0.75 to \$1.25.

**On-Call Pay:**

Eligible bargaining unit members will receive an increase in the on-call rate from \$4.37 per hour to \$5.50 per hour for weekday hours and from \$5.62 per hour to \$6.50 per hour for weekend hours.

**Article XV – Employment Practices****Longevity Bonus:**

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

**Article XVII – Orientation, Floating, Cross-training, Central Staffing Float Pay Nurses****Extra Shift Bonus Program:**

Bargaining unit members eligible to receive the extra shift bonus will receive an increase in the bonus from \$40.00 to \$80.00 for 8-hour shifts; from \$50.00 to \$100.00 for 10-hour shifts and \$60.00 to \$120.00 for 12-hour shifts.

**Article XXI – 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% 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 - 034

**RESOLUTION APPROVING THE 2023-2026 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991, REGISTERED NURSES AND FORWARDING SUCH AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR RATIFICATION**

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*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 Service Employees International Union, Local 1991, Registered Nurses (hereinafter referred to as "SEIU, Local 1991, Registered Nurses") which is the duly certified collective bargaining agent representing bargaining unit members of SEIU, Local 1991, Registered Nurses 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 SEIU, Local 1991, Registered Nurses 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 SEIU, Local 1991, Registered Nurses 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.

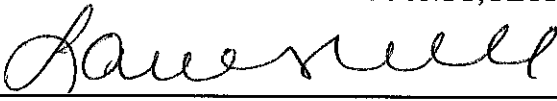
-Page 2-

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

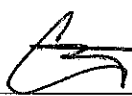
|                          |        |
|--------------------------|--------|
| Matthew J. Allen         | Absent |
| Antonio L. Argiz         | Absent |
| Amadeo Lopez-Castro, III | Aye    |
| Laurie Weiss Nuell       | Aye    |
| Walter T. Richardson     | Aye    |
| Carmen M. Sabater        | Aye  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

The Chairperson thereupon declared the resolution as duly passed and adopted this 28<sup>th</sup> 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, Chairman  
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 the Service Employees International Union, Local 1991, Registered Nurses (SEIU, Local 1991, RN) (Approximately 4,800 Employees)

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**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 the Service Employees International Union, Local 1991, Registered Nurses (SEIU, Local 1991, RN) Bargaining Unit. This agreement covers approximately four thousand eight hundred (4,800) 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 SEIU, Local 1991 RN Bargaining Unit.

**Fiscal Impact/Funding Source**

The fiscal impact for the first year of this three (3) year agreement would be \$56,515,210. There is a re-opener for the cost of living adjustment (COLA), clinical nursing ladder, and medical-surgical staffing ratios at Jackson Memorial Hospital 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 SEIU Local 1991, RN. 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 certain 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.

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#### **Hazard Pay:**

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All bargaining unit members will receive an increase for charge pay from \$2.50 to \$3.00.

#### **Preceptor Pay:**

All bargaining unit members will receive an increase for preceptor pay from \$2.00 to \$2.50.

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#### **Article XV – Employment Practices**

##### **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 XVII – Orientation, Floating, Cross-training, Central Staffing Float Pay Nurses**



**Extra Shift Bonus Program:**

Bargaining unit members eligible to receive the extra shift bonus will receive an increase in the bonus from \$40.00 to \$80.00 for eight-hour shifts; from \$50.00 to \$100.00 for 10-hour shifts and \$60.00 to \$120.00 for 12-hour shifts.

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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.

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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 and SEIU Local 1991  
Negotiations  
PHT Counterproposal to Union Proposal made on March 1, 2023**

**Date of SEIU Original Proposal: November 17, 2022**

**ARTICLE X - HOURS OF WORK AND OVERTIME  
RN and Professionals**

**SECTION 1. WORK HOURS**

The standard work week shall consist of forty (40) hours.

Employees who are assigned to work eight and one half (8½) hour shifts or ten and one half (10½) shall be entitled to one (1) unpaid meal break of one half (½) hour which will be part of each shift. Every effort will be made to provide two fifteen (15) minute paid rest periods within each scheduled shift. The unpaid meal break may be combined with the fifteen (15) minute paid breaks with prior supervisory approval, which shall not be unreasonably withheld.

Employees who are assigned to work twelve and one half (12½) hour shifts shall be entitled to two (2) unpaid meal breaks of one half (½) hour which will be part of each shift. Every effort will be made to provide three fifteen (15) minute paid rest periods within each scheduled shift. The unpaid meal breaks may be combined with the fifteen (15) minute paid breaks with prior supervisory approval, which shall not be unreasonably withheld. No individual working twelve and one half (12½) hour shifts will normally be scheduled for more than three (3) consecutive days on duty or more than seven (7) days on duty within a period of fourteen (14) consecutive days.

In addition to the current full time status of 40 hours for nurses who work 12 and half hour (12 ½) shifts (3 days one week, 4 another week), RNs who mutually agree with the employer to work three (3) 12 and one half hour (12½) shifts per week shall also be considered full time employees with all full time benefits. Those who work these three (3) 12 and one half hour (12 ½) shifts shall be paid for 72 hours per pay period plus any overtime. For the purposes of weekly overtime, the normal work week shall be considered 40 hours.

An employee who is currently on, or in the future is placed on, a schedule of working 12 ½ hour shifts, three (3) days one week and four (4) days another week (3-4), shall be entitled to continue on a (3-4) schedule, including in the event of a transfer or reassignment, whether voluntary or involuntary.

Effective September 30, 2014, full-time or part-time employees shall have the opportunity to convert to a schedule of working 12 ½ hour shifts, three (3) days one week and four (4) days another week (3-4), whenever any full-time or part-time vacancy is declared in the employees' unit, to a maximum of 50% of employees on a

*msl*  
6-5-23  
*Robson*  
6.5.23

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

Effective upon ratification, any per diem or part-time employee who works a 3-3 schedule (72 hours) per pay period averages forty (40) hours per for six (6) consecutive months will be offered a full-time with benefits position in the same classification he/she has been working, subject to a six (6) month probationary period. Any per diem employee who averages twenty (20) hours per week or more for six (6) consecutive months will be offered a part-time position. Nothing in this Article shall be construed to prevent an employee from requesting conversion from per-diem or part-time to full-time status, or from per diem to part-time status.

Every six (6) months, the Employer will send the Union a list of per diem and part-time employees and include their average hours worked per pay period for the last six (6) consecutive months.

Tentatively Agreed to by:

MBL 6-5-23  
SEIU Local 1991

Per JHS 6-5-23  
JHS

Jackson Health System and SEIU Local 1991  
Negotiations  
PHT Proposal made on March 1, 2023

RN Unit – Article X – Hours of Work and Overtime, Section 10 Public Holidays  
Professionals Unit – Article X – Hours of Work and Overtime, Section 11 Public  
Holidays

ARTICLE X - HOURS OF WORK AND OVERTIME

SECTION 10. PUBLIC HOLIDAYS

Nurses assigned to facilities or units that are closed on public holidays shall have the option either to take the day of the holiday off, or to work in other areas of the bargaining unit if such work is available. Nurses who opt to work the day in question shall not have a Personal Leave day deducted from their paid leave account.

~~Effective upon ratification, the~~ national holiday referred to as Juneteenth, which takes place on June 19th, ~~is will be~~ 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.

M. Belar 6-5-23  
J. J. 6.5.23



**Jackson Health System and SEIU Local 1991  
Negotiations  
PHT Counterproposal – Clarified – on June 5, 2023**

**PHT Counterproposal to Union Proposal made on March 9, 2023**

**Date of SEIU Original Proposal: February 15, 2023**

**As Amended 6-9-23**

**RN Unit**

**Article XI – Salaries**

**SECTION 3. SALARY INCREASES**

**A. First Year 20230-20241**

~~Effective upon ratification, or on October 1, 2021, whichever comes first, all full-time and part-time bargaining unit employees who are not otherwise receiving a market adjustment or having longevity step(s) added to their step schedules will receive a three (3) percent wage increase.~~

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

**B. Second Year 20241-20252**

~~Effective the pay period inclusive of April 1, 2022, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.~~

The parties agree to resume bargaining no later than June 1, 2024 for the sole purpose of negotiating a Cost of Living Adjustment (COLA), Clinical Nursing Ladder, and Medical-Surgical Staffing ratios at Jackson Memorial Hospital.

**C. Third Year 20252-20263**

~~Effective the pay period inclusive of April 1, 2023, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.~~

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

**D. Eligible nurses, upon signing a two (2) year commitment agreement to the Neonatal Pediatric Transport Team, will receive a one-step increase. This step shall be removed if the nurse leaves the Neonatal Pediatric Transport Team.**



- E. ARNPs and other employees designated as lead workers by management shall receive a one-step pay increase until the lead worker designation is removed.
- F. Nurses performing the duties of the Neonatal Pediatric Transport Coordinator and the Pediatric Cardio Thoracic Liaison Case Manager will receive a one- step increase for 24-hour, 7-day per week responsibilities providing the nurse is not already receiving it. The step will be removed if the nurse is no longer performing the duty.
- G. The Associate Nurse Manager, Advanced Registered Nurse Practitioner and Nurse Manager will be paid a one-step increase for working in Corrections Health Services, providing the nurse is not already receiving it. The step will be removed if the nurse is no longer working in Corrections.
- H. All full time and part time bargaining unit members will be paid a one-step increase for working at the Behavioral Health hospital and/or Behavioral Health inpatient unit at Jackson South, providing the employee is not already receiving it. The step will be removed if the employee is no longer working at, or floats out of, the Behavioral Health hospital or the Behavioral Health inpatient unit at Jackson South.
- I. The Nurse Anesthetist (job code: 1158) step schedule will be revised where Step 2 of the step schedule shall become Step 1. The pay plan will remain the same number of steps. Full-time and Part-time Employees shall remain on their current numerical step at the new hourly rate assigned to that step.

~~G. Effective upon ratification, or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Nurse Manger will have two (2) longevity steps added to the top of the schedule. The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through twelve (12). All full time and part time employees in this classification will move forward one (1) step on the step schedule.~~

~~H. Effective upon ratification, or on October 1, 2021, whichever comes first, the Certified Nurse Midwife step schedules will be amended by making step one (1) forty six dollars and sixty seven cents (\$46.67) and the revised schedule will be adjusted accordingly with a 4.2% difference between each step. The revised step schedule will continue to have twelve (12) steps. All full-time and part-time employees in this classification will transition to the revised step schedule on their current step.~~

~~I. Effective upon ratification, or on October 1, 2021, whichever comes first, two new classifications will be created — APRN Outpatient and APRN Inpatient. Current employees in the classification of APRN Psychiatry, APRN Clinical Transplant, APRN Critical Acute Care, APRN Neonatal, and all APRNs that work in the Emergency Department will be consolidated into the APRN Inpatient classification and move to the APRN Inpatient pay step schedule on their current step.~~

~~The pay step schedule for the new APRN Inpatient classification will have the new step one (1) at forty six dollars and sixty seven cents (\$46.67) per hour and the remaining step numbers on the new schedule will be adjusted accordingly with a 4.2% difference between each step. Full-time and part-~~



~~time APRNs who are currently performing primary duties in inpatient units will be moved to the APRN Inpatient classification and will move to the new APRN Inpatient pay step schedule on their current step number.~~

~~Full-time and part-time employees in the APRN Inpatient classification hired after October 2020 will be moved to the closest rate (meet or beat), to align experience and internal equity.~~

~~All employees in the current APRN classification performing their primary duties in outpatient units will move to the new APRN Outpatient classification. Their pay step schedule will remain the same as APRN job code 1167. There will be no market adjustment change to this pay step schedule. The determination of primary duties as inpatient or outpatient will be made by the Employer.~~

~~J. Effective upon ratification, or on October 1, 2021, whichever comes first, step two (2) of the current step schedule for employees in the classification of Associate Nurse Manager will become the new step one (1). The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through fourteen (14). All full-time and part-time employees in this classification will transition to the new step schedule in their current step number.~~

~~K. Effective upon ratification, or on October 1, 2021, whichever comes first, step two (2) of the current step schedule for employees in the classification of Nurse Educator will become the new step one (1). The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through fourteen (14). All full-time and part-time employees in this classification will transition to the new step schedule on their same step number.~~

~~L. Effective upon ratification, or on October 1, 2021, whichever comes first, step two (2) of the current step schedule for employees in the classification of Clinical Staff Nurse ("CSN"), CSN—Float Pool, CSN-CHS, CSN-CVTX, CSN-Neuro, and Vascular Access Specialist will become the new step one (1). The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through seventeen (17). All full-time and part-time employees in this classification will transition to the new step schedule on their same step number.~~

~~M. Effective upon ratification, or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Case Manager RN will have two (2) longevity steps added to the top of the schedule. The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through twelve (12). All full-time and part-time employees will be credited with time served in their current steps towards advancing in the step schedule.~~

~~N. Effective upon ratification, or on October 1, 2021, whichever comes first, step four (4) of the current step schedule for employees in the classification of Clinical Transplant Coordinator will become the new step one (1) and two (2) longevity steps will be added to the top of the schedule.~~

~~The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through twelve (12). All full-time and part-time employees will transition to the new step schedule on their current step number.~~

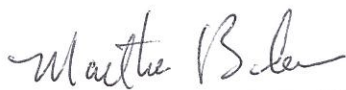
~~O. Effective upon ratification, or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Registered Nurse First Assist shall be amended to match the step schedule for employees in the classification of Surgical Assistant Specialty. All full-time and part-time employees in the classification will transition to the new step schedule their same step number.~~

J. Time served is defined as taking the number of years an employee has been on their current step, and advancing them through the new step schedule as if it were in existence from the time the employee first went into their current step number. The following classifications (listed below) Bargaining unit members will be credited with time served in their current step towards advancement on the amended step schedules.:

- ~~• Case Manager, RN~~
- ~~• Nurse Manager~~
- ~~• Clinical Transport Coordinator~~
- ~~• All Clinical Staff Nurse classifications including Vascular Access (steps 7-10)~~

The Employer agree 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 negotiate with the Union concerning the amount of such adjustments and the reasons therefore.

Tentatively Agreed to by:



SEIU Local 1991



JHS



Jackson Health System and SEIU Local 1991  
Negotiations  
Union Proposal

June 5, 2023

RN Unit

ARTICLE XI – SALARIES

Section 3. SALARY INCREASES

- J. Effective upon ratification, or on October 1, 2023 whichever comes first, all full-time and part-time status bargaining unit employees in the following classifications shall receive a one (1%) percent market adjustment: all CSNs, Associate Nurse Managers, Nurse Educators, Vascular Access Specialists, and Nurse Managers.
- K. Effective October 1, 2023, the step schedules for all CSNs, Associate Nurse Managers, Nurse Educators, Vascular Access Specialists, and Nurse Managers shall be revised where Step 2 shall become the new Step 1. The pay plans will remain the same number of steps. Employees shall remain on their current numerical step at the new hourly rate assigned to that step. All steps shall be a minimum of 4.2% between all steps.

Tentatively Agreed to by:

M Buler 6-5-23  
SEIU Local 1991

For JHS 6-5-23  
JHS

**Jackson Health System and SEIU Local 1991  
Negotiations  
PHT Counterproposal made on June 5, 2023**

**Date of SEIU Original Proposal: April 4, 2023**

**Registered Nurse Bargaining Unit**

**Article XI – Salaries**

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**Section 4. Step Progression**

Effective upon ratification or on October 1, 2023, whichever is earlier, progression through steps shall be modified as described in this Section. In implementing these provisions, employees shall be credited towards advancement on the current step schedules based on the progression as indicated. Employees who have met the new progression schedule at ratification will receive a new anniversary following the new step movement.

- A. The progression through steps and Longevity steps is listed in Appendix C of the "Step Progression Chart", with the exception of those classifications listed in Section 4(D). The last two steps on all salary ranges are Longevity steps, progression through which will take ~~forty-eight (48) months.~~ thirty-six (36) months.

When there are eight (8) or fewer steps, progression up to the last two (2) Longevity steps will be every twelve (12) months.

When there are more than eight (8) steps but fewer than ~~fourteen (14)~~ seventeen (17) steps, progression through steps 1 through 6 will be every twelve (12) months, thereafter progression up to the last two (2) Longevity steps will be every twenty-four (24) months.

~~When there are fourteen (14) or more steps, progression through steps 1 through 6 will be every twelve (12) months, progression through steps 7 through 11 will be every twenty-four (24) months, thereafter progression up to the last two (2) Longevity steps will be every thirty-six (36) months.~~

An employee will advance through the new pay scale on their anniversary date provided they are step eligible. An employee is step eligible if they have satisfactory performance evaluations (i.e. met standards) and worked the requisite number of months/hours towards the next step as outlined in Appendix C.

- B. There are seventeen (17) steps in the Clinical Staff Nurse, Clinical Staff Nurse – Float Pool, Clinical Staff Nurse CHS, Clinical Staff Nurse CVTX, Clinical Staff Nurse Neuro,

Clinical Staff Nurse Cath Lab/Interventional Radiology, Clinical Staff Nurse OR & LD,  
and Vascular Access Specialist classifications. Advancement in these steps is as  
follows:

Step 1 to step 2..... 12 months  
Step 2 to step 3..... 12 months  
Step 3 to step 4..... 12 months  
Step 4 to step 5..... 12 months  
Step 5 to step 6..... 12 months  
Step 6 to step 7..... 12 months  
Step 7 to step 8..... 12 months  
Step 8 to step 9..... 12 months  
Step 9 to step 10..... 12 months  
Step 10 to step 11..... 24 months  
Step 11 to step 12..... 24 ~~36~~ months  
Step 12 to step 13..... 24 ~~36~~ months  
Step 13 to step 14..... 24 ~~36~~ months  
Step 14 to step 15..... 24 ~~36~~ months  
Step 15 to step 16..... 36 ~~48~~ months  
Step 16 to step 17..... 36 ~~48~~ months

There will be a minimum of 4.2% between all steps.

....

Tentatively Agreed to by:

M. Buler 6-5-23  
SEIU Local 1991

Paul Jones 6-5-23  
JHS

**Jackson Health System and SEIU Local 1991  
Negotiations  
PHT Proposal Made on April 25, 2023**

**RN Unit**

**Article XI – SALARES**

**SECTION 6. MAIN CAMPUS IN-PATIENT DIFFERENTIAL**

An additional one dollar and twenty-five cents (\$1.25) ~~seventy-five cents (\$.75)~~ an hour will be paid for all selected nurses working in an in-patient unit at Jackson Memorial Hospital. This includes the Emergency Care Center, Holtz Women's and Children's and Mental Health Hospital Center. This differential will be paid to Clinical Staff Nurses, Nurse Educators, Associate Nurse Managers, Nurse Managers, Certified Nurse Midwives, Advanced Registered Nurse Practitioners and Certified Registered Nurse Anesthetists, and Registered Nurse First Assist or any other classification where the nurse is working in an in-patient unit at Jackson Memorial Hospital. (See attached lists of units excluded from this differential in Appendix B).

Tentatively Agreed by:

M. Belin 6-5-23

SEIU Local 1991

Joe Farris 6.5.23

Public Health Trust/Jackson Health System

**Jackson Health System and SEIU Local 1991  
Negotiations  
PHT Revised Counterproposal to Union Proposal: April 4, 2023**

**Date of SEIU Original Proposal: March 1, 2023**

**RN Unit**

**ARTICLE XI- SALARIES**

**SECTION 7. On-Call Pay**

The Employer will continue to pay on-call to those employees receiving such pay as of the date of this Agreement. The per hour shift pay rate shall be five dollars and fifty cents (\$5.50) ~~thirty-five (\$35) per shift~~ on weekdays and six dollars and fifty cents (\$6.50) ~~forty-five (\$45) per hour shift~~ on Saturday, Sundays, and holidays.

Tentatively Agreed by:

M. Baker 6-5-23  
SEIU Local 1991

Don Jones 6-5-23  
Public Health Trust/Jackson Health System



**Jackson Health System and SEIU 1991  
Negotiations  
PHT Update Proposal made on March 1, 2023**

**Original PHT proposal made on February 1, 2023**

**RN Unit (Section 11) & Professionals (Section 13)**

**ARTICLE XI – SALARIES**

Section 11. 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 &amp; 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.

*mBaler*  
*6-5-23*  
*Jon furler*  
*6-5-23*

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 be sunsetted at the end of this Agreement, unless both parties mutually agree to continue the program.

Tentatively Agreed by:

M. Bala 6-5-23  
SEIU 1991

[Signature] 6.5.23  
Public Health Trust/Jackson /Health System



**Jackson Health System and SEIU Local 1991  
Negotiations**

**PHT Counterproposal made on April 25, 2023**

**Date of SEIU Original Proposal: March 1, 2023**

**RN Unit**

**ARTICLE XII – VACATION AND LEAVE**

**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 by October 1st.
- 2) Leave request forms shall be returned by employees by November 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 unit seniority 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.

*WBS*  
*6-5-23*  
*REL 6-5-23*

- 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 unreasonable 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:

M. Biler 6-5-23  
SEIU Local 1991

[Signature] 6.5.23  
Public Health Trust/Jackson Health System

**Jackson Health System and SEIU Local 1991  
Negotiations**

**PHT Counterproposal Made on April 4, 2023**

**Date of SEIU Original Proposal: March 1, 2023**

**RN Unit**

**ARTICLE XV – EMPLOYMENT PRACTICES**

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**Section 3. Work In Higher Classification**

Any bargaining unit member temporarily assuming the duties of a higher position such as Charge Nurse or Associate Nurse Manager will receive a ~~two dollar and fifty cents (\$2.50)~~ three dollar (\$3) increase per hour above his/her regular hourly rate for a minimum of four (4) or more continuous hours worked in the higher position. Any bargaining unit member temporarily assuming the duties of a Preceptor will receive a ~~two (\$2.00)~~ two dollar and fifty cents (\$2.50) increase per hour for a minimum of four (4) or more continuous hours worked in this position.

Tentatively Agreed by:

M. Bolen 6-5-23  
SEIU Local 1991

Joe Jones 6.5.23  
PHT/Jackson Health System



**Jackson Health System and SEIU Local 1991  
Negotiations  
Union Proposal**

**October 25, 2022**

**RN Unit**

**ARTICLE XV - EMPLOYMENT PRACTICES**

**SECTION 7. PROMOTIONS AND DEMOTIONS**

- A. It is the policy of the Employer to encourage and give priority to promotions from within, thereby providing all employees with the opportunity to aspire to higher level positions within the PHT's operations.
- B. "Promotion" shall be defined as the movement of an employee from a job classification to another job classification where the difference between the Step 1 hourly rate of the new position and the Step 1 hourly rate of the previously held position is at least 4.2%.

All promotions will involve a minimum increase of one (1) step except promotions to Associate Nurse Manager which will involve a minimum increase of two (2) steps, and to Nurse Manager which will involve a minimum of three (3) steps. For purposes of clarification, a one (1) Step increase cannot be less than 4.2%.

All promotions will involve a six (6) month trial period. Permanent status employees who are promoted and serving a trial period shall continue to retain their rights under this agreement.

Permanent status employees who are promoted and fail to successfully complete their (6) six month trial period due to performance issues will be offered a vacant position in the previously held permanent status classification, if available, or may bump a probationary/trial employee in that classification.

- C. "Demotion" shall be defined as the movement of an employee from a job classification to another job classification where the difference between the Step 1 hourly rate of the new position is a reduction of 4.2% or greater from the Step 1 hourly rate of the previously held position.

All demotions will involve a minimum decrease of one (1) Step except demotions from Associate Nurse Manager positions which will involve a minimum decrease of two (2) steps, and from Nurse Manager positions which will involve a minimum decrease of three (3) steps. For purposes of clarification, a one (1) Step decrease must be at least 4.2%.

*WLB 6-5-23  
REL 6.5.23*

Whenever an employee who has been promoted is thereafter demoted to his/her previously held classification, whether voluntarily or involuntarily, his/her wages shall (a) be reduced by the same number of steps that it was increased when the promotion was awarded, or (b) the employee shall be placed in the same position he/she would have been in had the promotion never occurred with his/her previous anniversary date, whichever is more beneficial to the employee.

- D. "Lateral" shall be defined as the movement of an employee from one position to another where there is an identical pay scale or the difference between Step 1 rates is less than 4.2%. Employees will be transitioned to the new position at the next highest step, so long as it is less than a 4.2% increase.
- E. For layoffs or reassignments that are considered demotions, the employee will transition to the same or next lowest step of the new pay scale.
- F. An employee who has been demoted as a result of a layoff or reassignment, and subsequently promoted to the previous or similar position, will have their salary history taken into consideration when determining the new rate.
- G. Any deviation from the rules referenced above will be noticed to the Union.

Tentatively Agreed to by:

W. Bilen 6-5-23  
SEIU Local 1991

Joe Farley 6.5.23  
JHS

**Jackson Health System and SEIU Local 1991  
Negotiations**

**PHT Proposal made on June 5, 2023**

**RN Unit  
ARTICLE XV - EMPLOYMENT PRACTICES**

**Section 8. Longevity Bonus**

Annual longevity bonus payments will be made in accordance with the following schedule:

- Upon completion of 15 years of full-time continuous County Service, 42.5% bonus payment of base salary.
- Upon completion of 16 years of full-time continuous County Service, 42.6% bonus payment of base salary.
- Upon completion of 17 years of full-time continuous County Service, 42.7% bonus payment of base salary.
- Upon completion of 18 years of full-time continuous County Service, 42.8% bonus payment of base salary.
- Upon completion of 19 years of full-time continuous County Service, 42.9% bonus payment of base salary.
- Upon completion of 20 years of full-time continuous County Service, 23.0% bonus payment of base salary.
- Upon completion of 21 years of full-time continuous County Service, 23.1% bonus payment of base salary.
- Upon completion of 22 years of full-time continuous County Service, 23.2% bonus payment of base salary.
- Upon completion of 23 years of full-time continuous County Service, 23.3% bonus payment of base salary.
- Upon completion of 24 years of full-time continuous County Service, 23.4% bonus payment of base salary.
- Upon completion of 25 years of full-time continuous County Service, 23.5% bonus payment of base salary.



- Upon completion of 26 years of full-time continuous County Service, 23.6% bonus payment of base salary.
- Upon completion of 27 years of full-time continuous County Service, 23.7% bonus payment of base salary.
- Upon completion of 28 years of full-time continuous County Service, 23.8% bonus payment of base salary.
- Upon completion of 29 years of full-time continuous County Service, 23.9% bonus payment of base salary.
- Upon completion of 30 years or more of full-time continuous County Service, 34.0% bonus payment of base salary.

The minimum amount of payment will be \$350.00.

Full-time employees who accept a part-time position and thereafter accept a full-time position will have their years of service in the full-time position recognized for purposes of receiving their longevity bonus as long as their service is continuous. Years of service in a part-time position will not count towards the longevity bonus.

Tentatively Agreed to by:

M. Bile 6-5-23  
SEIU Local 1991

J. H. S. 6.5.23  
JHS



Jackson Health System and SEIU Local 1991  
Negotiations  
PHT Counterproposal Made on March 9, 2023

Date of SEIU Counterproposal: March 1, 2023  
As Amended: June 14, 2023

RN Unit

ARTICLE XVII – ORIENTATION, FLOATING, CROSS-TRAINING, CENTRAL STAFFING  
FLOAT POOL NURSES

**Section 6. Extra Shift Bonus Program**

Employees may be paid an extra shift bonus to work an unscheduled extra shift in any workweek in designated areas of the system when management determines that there is a critical need in those areas based on staffing. Opportunities for extra shift bonus dollars will be posted in each nursing unit. JHS agrees to provide the Union with a minimum of 24 hours' notice of its intention to start and/or stop this program. When activated, bonuses will be awarded as follows:

|                    |                              |
|--------------------|------------------------------|
| Eight-hour shift:  | <del>\$40</del> <u>\$80</u>  |
| Ten-hour shift:    | <del>\$50</del> <u>\$100</u> |
| Twelve-hour shift: | <del>\$60</del> <u>\$120</u> |

A partial shift of less than eight (8) hours but at least four (4) hours may be approved at a pro-rated rate.

**Exclusions:**

- Per Diem employees are not eligible for participation in the program;
- On-call and callback shift work is not applicable for the bonus.
- Part-time 24 status employees will earn their extra shift bonus beginning on their fourth (4<sup>th</sup>) shift each week
- Usage of any non-productive time during the applicable pay period will disqualify an extra shift bonus payments
- Differentials shall be paid on all hours worked, as applicable, including but not limited to work performed on regular, overtime, or extra shifts

Tentatively Agreed by:

  
SEIU Local 1991

  
Public Health Trust/Jackson /Health System

**Jackson Health System and SEIU Local 1991  
Negotiations**

**PHT Counterproposal to Union Proposal made on January 18, 2023**

**RN & Professionals Unit**

**Article XXI – GROUP HEALTH INSURANCE**

- A. 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.
- B. 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 Trust and the Internal Revenue Code.
1. The Trust's Group Health Insurance will be a Point of Service/ Managed Health Care Group Insurance Plan.
  2. Copies of the 202~~14~~ plan designs and cost structures for all plans offered to eligible bargaining unit members are attached to this Agreement as an addendum, including employee premium contributions, co-pays, deductibles, RX benefits, etc. In addition to the POS, the PHT will continue to provide the Select Network/Managed Health Care and Jackson First Group Insurance Plans for the 202~~40~~ through 202~~36~~ plan years.

~~Beginning January 1, 202~~24~~, the employee cost of the biweekly dependent premiums for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by ten percent (10%) of the current premium rate. Beginning January 1, 2022, single coverage for the Select Network/Managed Health Care Group Insurance Plan will increase to fifty dollars (\$50.00) biweekly and single coverage for POS will increase to one hundred and fifty dollars (\$150.00) 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 the those shown in the Medical Plan section of this Agreement.~~

~~Beginning January 1, 202~~35~~, 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 ten percent (10%) of the premium rate. 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, 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 January 1, 2024, ~~copays for non-Jackson Urgent Care Centers will increase to fifty dollars (\$50.00), and copays for Emergency Department visits will increase by one-hundred dollars (\$100)~~ fifty dollars (\$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 copays for outpatient procedures will increase to two hundred (\$200.00) and the copays for inpatient service will increase to one hundred (\$100.00) for POS and the Select Network/Managed Health Care Group Insurance Plan.

Beginning on January 1, 2024, insurance coverage for all plans will be limited to the following five (5) pharmacy retail outlets: 1) Jackson Health System; 2) CVS Pharmacy; 3) Target; 4) Publix; and 5) Navarro. 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 have their cost of coverage increase by fifty dollars (\$50.00) per pay period for the following plan year.

3. Part time employees with benefits who consistently work thirty (30) or more hours per week, and part time employees assigned to a 3/2 schedule that average fifty-seven and a half (57 ½) hours bi-weekly, are eligible for participation in the PHT's health plans.

4. Beginning on January 1, 2024, a new Part time "24" status will be created. Employees who consistently work twenty-four (24) or more hours per pay period and are designated in this status, or that average forty-six (46) hours bi-weekly and are designated in this status, are eligible for participation in the PHT's health plans.

*MB* ~~4.5~~ 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

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 which includes a dedicated telephone line for scheduling appointments for Jackson Health System providers. Employees selecting the Jackson First plan shall have access to a primary care physician within forty-eight (48) hours of requesting an appointment, and have access to a routine primary care physician within ten (10) days of requesting an appointment. Enrollees who request an outpatient diagnostic imaging (with valid referral) will be scheduled for the service within five (5) calendar days of the request or sooner if medically necessary at the Jackson facility of the enrollee's choice. This includes diagnostic imaging including MRI, CT, mammography, colonoscopy, laboratory services, etc.

- 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. This Committee will meet monthly (unless otherwise mutually agreed), and shall be provided any and all 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 health care 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 dollars (\$10) will be charged for employees or dependents who use the services provided by telehealth.

WJB 6-5-23  
REL 6-5-23



| 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 |

MDC039

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 6-5-23  
 Rev

# 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<br>EE | Part Time<br>Load               | Part Time 24<br>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.

W.B. 6-5-23  
CEL 6-5-23

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.

~~A. Beginning on January 1, 2022, the premiums for the voluntary dental coverage will be increased by ten percent (10%). Beginning on January 1, 2023, the premiums for the voluntary dental coverage will be increased by ten percent (10%).~~

~~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.~~

Tentatively Agreed by:

M. Bala 6-5-23  
SEIU LOCAL 1991

Joe Fowler 6-5-23  
Public Health Trust/Jackson /Health System



**Jackson Health System and SEIU Local 1991  
Negotiations  
PHT Proposal on June 5, 2023  
RN Bargaining Unit**

**ARTICLE XXXI - TERM OF AGREEMENT**

- A. The collective bargaining agreement between the PHT, Miami Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 202~~0~~3 and continue to September 30, 202~~3~~6.
- B. The parties agree to resume bargaining no later than June 1, 2024 for the sole purpose of negotiating Cost of Living Adjustment (COLA), Clinical Nursing Ladder, and Medical-Surgical Staffing ratios at Jackson Memorial Hospital.
- C. The parties agree to resume bargaining no later than June 1, 2025 for the sole purpose of negotiating a Cost of Living Adjustment (COLA).
- ~~C.D.~~ D. Either party may require by written notice to the other no later than June 30, 202~~6~~3 negotiations concerning modification, amendments, and renewal of this Agreement to be effective October 1, 202~~6~~3.

*MBaler 6-5-23  
Joe Jones 6-5-23*



Jackson Health System and SEIU Local 1991  
Negotiations  
Union Proposal

**June 5, 2023**

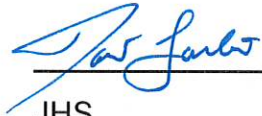
RN and Professionals Unit

**Memorandum of Understanding**

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

Tentatively Agreed to by:

  
\_\_\_\_\_  
SEIU Local 1991      6-5-23

 6-5-23  
\_\_\_\_\_  
JHS