

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 11(A)(1)

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

DATE: October 17, 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 Committee of Interns and
Residents; and waiving
requirements of Resolution No.
R-130-06

Resolution No. R-926-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/gh



MEMORANDUM

(Revised)

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

DATE: October 17, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(1)

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)(1)
10-17-23

RESOLUTION NO. _____ R-926-23

RESOLUTION APPROVING AND RATIFYING THE 2023-2026
COLLECTIVE BARGAINING AGREEMENT BY AND AMONG
MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND
THE COMMITTEE OF INTERNS AND RESIDENTS; AND
WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06

WHEREAS, the CEO 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 Committee of Interns and Residents (“CIR”) which is the duly certified collective bargaining agent representing bargaining unit members of CIR employed by the PHT; and

WHEREAS, such negotiations have resulted in a tentative agreement between the PHT and CIR, 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 CIR and recommend that the tentative agreement be approved and ratified; and

WHEREAS, the tentative agreement was ratified by the bargaining unit members of CIR on September 25, 2023; and

WHEREAS, on September 27, 2023, the Board of Trustees of the PHT adopted Resolution No. PHT 09/2023-051 that accepted the tentatively agreed-upon 2023-2026 Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust and CIR, 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 CIR 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 CIR after it has been ratified by CIR 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 CIR 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 Commissioner Keon Hardemon. It was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of October, 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
Christopher C. Kokoruda

MDC005

RESOLUTION NO. PHT 09/2023 – 051

RESOLUTION APPROVING THE 2023-2026 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE COMMITTEE OF INTERNS AND RESIDENTS (CIR) AND 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 Committee of Interns and Residents union (hereinafter referred to as “CIR”) which is the duly certified collective bargaining agent representing bargaining unit members of the Committee of Interns and Residents (CIR) 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 CIR bargaining unit by September 25, 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 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 the Committee of Interns and Residents (CIR) 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.

**Agenda Item 11.c.
Public Health Trust Board of Trustees
September 27, 2023**

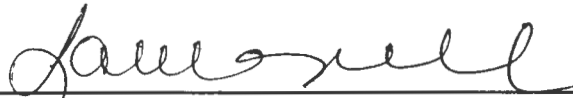
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The foregoing resolution was offered by Laurie Weiss Nuell and the motion was seconded by Carmen M. Sabater, as follows:

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

The Chairperson thereupon declared the resolution as duly passed and adopted this 27th day of September, 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

DATE: September 27, 2023

RE: 2023-2026 Collective Bargaining Agreement between Miami-Dade County,
Florida, Public Health Trust, and the Committee of Interns and Residents
(CIR) (Approximately 1,200 employees)

Recommendation

It is recommended that the Public Health Trust Board of Trustees (PHT) approve this resolution recommending that, subject to union ratification, the Miami-Dade Board of County Commissioners (BCC) accept this 2023-2026 Collective Bargaining Agreement between Miami-Dade County, Florida, the Public Health Trust, and the Committee of Interns and Residents (CIR) Bargaining Unit. This agreement covers approximately one thousand two hundred (1,200) 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 Jackson Health System who are members of the Committee of Interns and Residents bargaining unit.

Fiscal Impact/Funding Source

The fiscal impact for the first year of this three (3) year agreement would be \$8,516,706. There is a re-opener for the cost of living adjustment (COLA) and meal cards 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 the Committee of Interns and Residents (CIR) Bargaining Unit. 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 increase the base wages of all bargaining unit members by 8 percent inclusive of COLA in year one of the contract. The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment.

Terms of Agreement

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

Article 2, Section 2 – Pay Rates

First Year 2023-2024: Effective October 1, 2023, all members of the bargaining unit will receive an eight (8) percent wage adjustment to their base rate of pay (PGY rates) 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 meal plans.

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.

Article 2, Section 7 – Pay Supplements

The bi-weekly pay supplement increased from \$50 to \$75. This change is effective October 1, 2023.

Article 17, Section 4 – Meal Plan

The meal card allowance was increased from \$1,375 per academic year to \$1,500 per academic year, and now includes a daily maximum spend of \$45. This change becomes effective the first academic year after ratification (July 2024).

Article 17, Section 7 – Professional Allowance

The annual professional allowance increased from \$2,000 per academic year to \$2,500 per academic year, and now includes language on which fees the allowance should be used towards (textbooks, technology, registration, conferences, etc.). This change becomes effective the first academic year after ratification (July 2024).

Article 6 – 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 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.

**Jackson Health System and CIR
Negotiations**

Committee of Interns and Residents

Article 1 – Preamble

This Agreement is entered by and between the Public Health PHT (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the PHT, and the Committee of Interns and Residents (CIR) an affiliate Service Employees International Union, hereinafter referred to as the “Union” or “CIR” for the period October 1, 2023 through September 30, 2026.

Tentatively Agreed by:



CIR



JHS

**Jackson Health System and CIR
Negotiations
PHT Proposal on September 7, 2023
Committee of Interns and Residents
Article 2 – Salaries and Compensation**

Section 2: Pay Rates

- A. Effective October 1, 2023, the PGY rates for all employees in the bargaining unit will be the following:

PGY 1	\$68,728
PGY 2	\$71,454
PGY 3	\$74,366
PGY 4	\$78,209
PGY 5	\$81,302
PGY 6	\$84,712
PGY 7	\$88,256
PGY 8	\$92,900

The PGY 8 rate will be for employees in the programs/fellowships of Plastic Surgery, Plastic Surgery-Hand, Neurosurgery Spine, Neurosurgery Neurocritical Care, Neurosurgery Neurological Oncology, Neurosurgery Stereotactic & Functional, Neurosurgery Peripheral Nerve Surgery, Neurosurgery Cerebrovascular & Skull Base, Neurosurgery Neuroendovascular, and Clinical Electrophysiology which require an eighth year of training based upon ACGME prerequisites. Employees who, due to change in specialty, incur an eighth year of training will not be eligible for the PGY 8 rate.

- B. The parties agree to resume bargaining no later than June 1, 2024 for the purpose of negotiating a Cost of Living Adjustment (COLA) and Section 4: Meals.
- 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).
- D. If the percentage increase as scheduled above fails to bring any HSO PGY yearly salary to the sixtieth percentile of the “Resident/Fellow Stipends Nationwide” as published in the most recent AAMC (Association of American Medical Colleges) survey then such salary level shall be immediately adjusted upward to reach that sum. Any salary adjustment based on the AAMC survey for the 2024 or 2025 academic years will be effective upon September 5 of the respective year.
- C. All bargaining unit HSOs shall be paid and placed in pay status commencing on the first day of work. All bargaining unit HSOs beginning work in the month of June proceeding the academic year shall be paid and placed in pay status commencing on the first day of work. All bargaining unit HSOs beginning work after the beginning of the academic year shall be paid and placed in pay status commencing on the first day of work. Work begins

the earlier of the first day of Department orientation, PHT orientation, academic year or assigned work.

D. All bargaining unit members shall be paid pursuant to and placed on the above scales.

Tentatively Agreed to by:



CIR



JHS

**Jackson Health System and CIR
Negotiations
PHT Proposal on September 7, 2023
Committee of Interns and Residents
Article 2 – Salaries and Compensation**

Section 7: Pay Supplements

Beginning October 1, 2023, each HSO shall continue to receive a \$75.00 bi-weekly pay supplement.

Tentatively Agreed to by:



CIR



JHS

**Jackson Health System and CIR
Negotiations
PHT Proposal on September 7, 2023
Committee of Interns and Residents
Article 17 – Housestaff Conditions**

Section 4: Meal Cards

- A. Beginning the first academic year after ratification, the PHT will provide all HSOs with a meal card with a value of \$1,500.00 per residency/academic year, calculated on an annual rate with a daily maximum spend of \$45.

A meal card, as above, is for the reasonable and personal use for food and beverage of the HSO to whom it is issued.

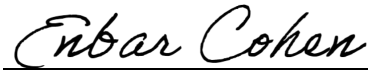
- B. The PHT will pilot expanded hours in the Jackson Cafeteria or Cafe from 6am- 10pm Monday through Friday on June 14, 2021. If the pilot is successful, the PHT will meet with Union representatives to brainstorm ways to further expand cafeteria hours to accommodate employees and patients overnight and on weekends. If the pilot is not successful, the PHT will meet with Union representatives to share data and brainstorm ways to improve food access for employees working overnight.
- C. Upon request, the PHT shall give the Union a semi-annual printout of meal card utilization.
- D. The PHT shall provide a designated line for meal card holders during peak hours to expedite HSO through cashier lines, and shall consider making changes in cafeteria closing hours to better accommodate HSOs' schedules and needs.
- E. HSO shall have access to any newly dedicated "Resident Lounge ."
- F. HSOs may not use any unused balances at academic year-end to buy pre-ordered bulk purchases at the Jackson Cafeteria.
- G. The meal card shall be useable at the Jackson Cafeteria, as well as at any other eating establishments on the PHT complex operated by the same providers who manage the cafeteria and have card readers available. Meal card holders will be entitled to a 25% discount granted to all PHT employees for eligible purchases at the Jackson Cafeteria.
- H. The PHT shall provide healthy food options in the vending machine(s).
- I. The PHT shall make food available for HSO working overnight at Jackson Memorial Hospital.

- a. The fridge will be stocked proportionately to the amount of HSO working overnight.
- b. The fridge will be stocked daily between the hours of 7pm-8pm.
- c. The food provided in the overnight fridge must include healthy meals, including vegan and vegetarian options.

Tentatively Agreed to by:



CIR



JHS

**Jackson Health System and CIR
Negotiations
PHT Proposal on September 7, 2023
Committee of Interns and Residents
Article 17 – Housestaff Conditions**

Section 7: Professional Allowance

Beginning the first academic year after ratification, the PHT shall provide each HSO reimbursement of up to \$2,500 per residency academic year to be used for professional/educational expenses. The HSO shall receive the allowance on the second full pay period of each academic year. HSO's who commence employment with the PHT after September of any academic year shall receive their professional allowance no later than the beginning of the second (2nd) pay period from the commencement of employment

Covered fees include:

- a) All fees associated with individual completion of the residency academic year, including textbooks, technology, and registration.
- b) All fees associated with attending a professional conference or educational event.

Tentatively Agreed to by:



CIR



JHS

**Jackson Health System and CIR
Negotiations
PHT Proposal on August 16, 2023
Committee of Interns and Residents**

Article 6 – Group Health Benefits Coverage

Section 1: Group Health Insurance

- A. All insurance coverages, including coverage for pre-existing conditions, shall be in effect starting the first day the HSO is on payroll and there shall be no time gaps in coverage for newly appointed HSOs or their dependent family members.

The PHT shall offer COBRA rights and advance information in a timely way to all HSOs who are completing their appointment.

- B. The PHT and CIR shall establish a Union/management committee to review and make suggestions for improvements to the HSO group health insurance package including the mental health and dental components of the program. The PHT and CIR shall work together to find creative solutions to reducing out-of-pocket premium costs for PHT employees. In addition, the committee will collaborate to implement wellness programs and activities which encourage employees to improve their health and overall well-being through health and financial education, communication and activities that support healthy lifestyles. The committee will emphasize wellness from a perspective that promotes overall balance, awareness and wellbeing so employees can thrive in work and life.
- C. Copies of the 2024 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. In addition to the POS plan, the PHT will continue to provide a Select Network/Managed Health Care Group Insurance Plan, and the Jackson First Group Insurance Plans for the 2024 through 2026 Plan years.

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 the those shown in the Medical Plan section of this Agreement.

Beginning January 1, 2025, 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 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. .

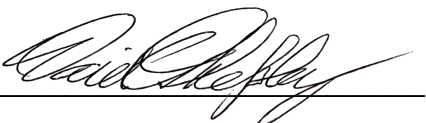
Beginning on January 1, 2024, insurance coverage for all plans will be limited to the following five (5) pharmacy retail outlets: 1) Jackson Health System; 2) CVS Pharmacy; 3) Target; 4) Publix; and 5) Navarro. Brand and Non-preferred prescription drugs, co-pays for all plans will increase by ten dollars (\$10)

.....

Section 4: Dental and Vision Insurance Coverage

- A. All HSOs shall be provided the PHT's Dental and Vision coverage, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, and co-insurance for the duration of this Agreement .

Tentatively Agreed by:



CIR



JHS