

MEMORANDUM

Agenda Item No. 11(A)(2)

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 Service Employees
International Union, Local 1991,
Attending Physicians; and
waiving requirements of
Resolution No. R-130-06

Resolution No. R-927-23

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)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ 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)(2)
10-17-23

RESOLUTION NO. _____ R-927-23

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, ATTENDING PHYSICIANS; 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 Service Employees International Union, Local 1991, Attending Physicians (“SEIU, Local 1991, Attending Physicians”) which is the duly certified collective bargaining agent representing bargaining unit members of SEIU, Local 1991, Attending Physicians employed by the PHT; and

WHEREAS, such negotiations have resulted in a tentative agreement between the PHT and SEIU, Local 1991, Attending Physicians, 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, Attending Physicians 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, Attending Physicians on September 27, 2023; and

WHEREAS, on September 27, 2023, the Board of Trustees of the PHT adopted Resolution No. PHT 09/2023-052 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, Attending Physicians, 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, Attending Physicians 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, Attending Physicians after it has been ratified by SEIU, Local 1991, Attending Physicians 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, Attending Physicians 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 **Marleine Bastien** 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.

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

Marlon D. Moffett
Christopher C. Kokoruda

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

RESOLUTION NO. PHT 09/2023 - 052

RESOLUTION APPROVING THE 2023-2026 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991, ATTENDING PHYSICIANS (SEIU, LOCAL 1991, ATTENDING PHYSICIANS) 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 Service Employees International Union, Local 1991, Attending Physicians (SEIU, Local 1991, Attending Physicians) (hereinafter referred to as "SEIU") which is the duly certified collective bargaining agent representing bargaining unit members of the Service Employees International Union, Local 1991, Attending Physicians (SEIU) 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 27, 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.

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

-Page 2-

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 Service Employees International Union, Local 1991, Attending Physicians (SEIU, Local 1991, Attending Physicians) 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.d.
Public Health Trust Board of Trustees
September 27, 2023**

-Page 3-

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: Carmen M. Sabater, Chairwoman
and Members, Fiscal Committee

FROM: Carlos A. Migoya
Chief Executive Officer

DATE: September 27, 2023

RE: 2023-2026 Collective Bargaining Agreement between Miami-Dade County,
Florida, The Public Health Trust and the Service Employees International
Union, Local 1991, Attending Physicians (SEIU, Local 1991, Attending
Physicians) (Approximately 187 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 Service Employees International Union, Local 1991, Attending Physicians (SEIU, Local 1991, Attending Physicians) Bargaining Unit. This agreement covers approximately one hundred eighty-seven (187) 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 \$3,594,471. 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 Service Employees International Union, Local 1991, Attending Physicians (SEIU, Local 1991, Attending Physicians) 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 IX, Section 4 – Pay Rates

First Year 2023-2024: Effective upon ratification or on October 1, 2023, whichever comes first, all members of the bargaining unit 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) that will go into effect October 1, 2024 through September 30, 2025 and Performance-based Incentives.

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 and Performance-based Incentives.

Article IX, Section 5 – Board Certification

Increase the annual supplement to maintain board certification from \$4,000 per year to \$5,000 per year.

Article X – Hours of Work

Providing an opportunity for Hospitalists and Nocturnists to work a monthly schedule of one-hundred twenty (120) hours and continue to remain in full-time status.

Article X, Section 2 – Time Schedules

Time schedules will be posted 8 weeks in advance rather than 4 weeks in advance.

Article XI, Section 8 – Hospitalists Additional Shifts

Increase the additional shift compensation for Inpatient Hospitalists from \$1,850 to \$1,988 on day shifts, and from \$2,150 to \$2,377 for night shifts.

Article XI, Section 9 – On-call Pay

Increases on-call pay from \$250 per week to \$500 per week

Article IX, Section 10 – Cell Phone Stipend

Bargaining unit employees who are required to carry a cellular phone to conduct PHT business because of the business needs of the PHT shall receive a monthly stipend of \$40.00.

Article XXVIII – Pension Benefits

Any Bargaining Unit member who is now a member of the PHT Retirement Plan and had prior medical residency service with the Jackson Health system may have a “buy-back” opportunity to purchase such prior non-membership services as a Resident in an amount equal to and based on the member’s current pay when the purchase is made and at a 6.5 percent interest rate. The bargaining unit member may buy-back up to five (5) years of Jackson medical residency.

Article XIV, Section 2 – 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 – Group Health Insurance

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

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

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

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

Jackson Health System and SEIU Local 1991
Negotiations
Union Proposal

September 22, 2023

Attending Physicians Unit

ARTICLE XI – SALARIES

Section 4. - Base Salary Ranges

The Trust agrees to maintain the hourly rates and salary ranges throughout the contract period listed below. Placement on an hourly rate or salary range shall be determined by the current hourly rate or salary of the attending physician on the effective date of this agreement but no lower than the minimum of the new range. Attending physicians assigned to inpatient services, dentistry, satellite clinics, or other current areas (#s 6, 7, & 8) shall be considered job basis employees. As of October 1, 2005, Inpatient Attending Physicians functioning as Inpatient Hospitalists, were reclassified to a new Inpatient Services Hospitalist position.

<u>Area Assigned</u>	<u>Minimum Hourly Salary</u>
Corrections	\$ 95.00 <u>\$103</u> per hour
Ambulatory Clinics	\$ 90.00 <u>\$97</u> per hour
Skilled Nursing Facilities	\$ 90.00 <u>\$97</u> per hour
Emergency Department	\$ 154.00 <u>\$167</u> per hour
JSCH Minor Care	\$ 90.00 <u>\$97</u> per hour
Inpatient Services/Outpatient Services	\$ 90.00 <u>\$97</u> per hour
Dentist	\$ 70.00 <u>\$76</u> per hour
Inpatient Services Hospitalist (Adult)/Psychiatrists	\$ 102.00 <u>\$110</u> per hour

Bargaining unit employees assigned to CHS and psychiatrists that are assigned to Behavioral Health Hospital will receive a \$10.00 per hour pay supplement.

Hospitalists who are members of the Intensive Medical Care Unit (IMCU) will receive a \$10.00 per hour pay supplement.

A. Wage Increases

1. First Year ~~2020-2021~~ 2023-2024

Effective upon ratification, or 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).

Any employee whose base rate is below the starting rate for his or her classification after implementation of the COLA shall be brought up to the starting rate.

~~There will be no COLA or wage increase during the 2020-2021 fiscal year.~~

2. Second Year ~~2021-2022~~ 2024-2025

~~Beginning with the pay period inclusive of October 1, 2021 all bargaining unit employees will receive a three percent (3%) 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) and Performance-based Incentives.

3. Third Year ~~2022-2023~~ 2025-2026

~~Beginning with the pay period inclusive of October 1, 2022 all bargaining unit employees will receive a three percent (3%) wage increase.~~

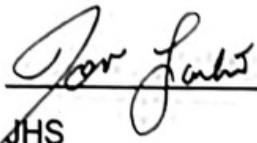
The parties agree to resume bargaining no later than June 1, 2025 for the sole purpose of negotiating a Cost of Living Adjustment (COLA) and Performance-based Incentives.

- B. It is the intent of the parties that no bargaining unit employee receives a wage increase less than the percentages identified in A above.
- C. Attending Physicians in per diem status will be paid according to Appendix B. Upon mutual agreement, the parties may re-open negotiations on these wages at any time.

Tentatively Agreed to by:



SEIU Local 1991



JHS

**Jackson Health System and SEIU Local 1991
Negotiations
PHT Counterproposal on September 18, 2023**

Date of SEIU Original Proposal: June 21, 2023

Attending Physicians

Article XI – Salaries

Section 3. – ECC SALARIES

ECC Salaries are determined as follows:

A. ~~\$154.00~~ \$167.00 base upon completed residency training.

B. Board Certification supplements to be added to base:

Emergency Medicine: \$5.00/hour

Pedi/Emergency Medicine: \$5.00/hour

All other Boards i.e. IM, FM, Surgery, Critical Care, \$3.00/hour (per certification), Pulmonary, Cardiology, Pedi, etc. = \$3/hour for each board certification.

C. Additional Credit (discretionary) for:

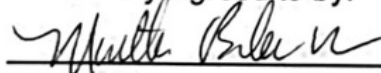
- Relevant Research
- Relevant Publications
- Involvement in medical professional societies (ACEP, SAEM, AAEU, etc.)
- Ability to work in multiple treatment areas
- Administrative duties

(When such discretionary additional credit is provided, it shall be provided on an equitable basis)

D. ECC Special Wage Provisions

Full-time ECC bargaining unit employees will continue to receive a \$50.00 bi-weekly pay supplement.

Tentatively Agreed to by:



SEIU Local 1991



JHS

**Jackson Health System and SEIU Local 1991
Negotiations
PHT Counterproposal on September 18, 2023
Date of SEIU Original Proposal: June 21, 2023**

Attending Physicians

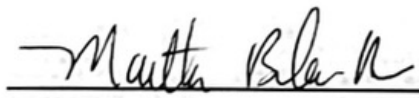
Article XI – Salaries

Section 5. - Board Certification - Non-ECC Attending Physicians, including all Hospitalists

All Attending Physicians in the bargaining unit except those assigned to the Emergency Care Center shall receive an annual supplement of \$4,~~\$~~5000.00 for the maintenance of a current board certification. In the event of a qualifying second board certification, the Attending Physician shall receive an additional annual supplement of \$1,000.00. In order to qualify, the following guidelines must be met:

- A. All board certifications shall be in an area of practice as designated by the American Board of Medical Specialties or the Board of Osteopathic Physicians, and shall be relevant to the area of current assignment of the Attending Physician.
- B. All board certifications shall be currently maintained, with the Attending Physician being responsible for attaining re-certification at the American Board of Medical Specialties or the Board of Osteopathic Physicians prescribed intervals.

Tentatively Agreed to by:



SEIU Local 1991



JHS

Jackson Health System and SEIU Local 1991
Negotiations
Union Proposal

September 22, 2023

Attending Physicians Unit

ARTICLE X - HOURS OF WORK

The standard work week shall consist of forty (40) hours for full-time exempt job basis and hourly paid attending physicians assigned to Ambulatory Clinics, Dentistry, Corrections Health Services, Skilled Nursing facilities, Inpatient Services, Satellite Clinics and all other current areas. Each standard work day shall be eight (8) hours.

ECC/Express Care full-time exempt hourly Attending Physicians shall have a standard work schedule consisting of one hundred forty-four (144) hours monthly. In no event shall any exempt hourly full-time Attending Physicians assigned to this area have a monthly schedule of less than one hundred forty-four (144) hours, except as follows. Effective October 1, 2023, ECC/Express Care full-time exempt hourly Attending Physicians and full-time Hospitalists permanently assigned to the night shift (Nocturnists) may have the option of working a standard schedule of one hundred twenty (120) hours monthly upon written request to the Employer. Such requests may be granted provided that staffing levels permit. Before a request to work a one hundred twenty (120) hour schedule is granted, the Employer shall first offer the schedule to other Attending Physicians in the unit by classification seniority. Employees on a one hundred twenty (120) hour monthly schedule shall continue to be considered full-time and to be paid in accordance with hours worked. However, Additionally, those ECC physicians who have received schedules comprised of more than one hundred forty-four (144) hours, shall be entitled to continue to work those additional hours.

Additional Compensation

It shall not be the general policy of the Employer to require employees to work additional hours. However, when exempt hourly paid employees are required to work approved additional hours, in addition to their regular hours, they shall be compensated at straight time.

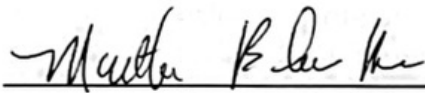
An exempt hourly paid employee shall not have the regular work schedule changed solely to avoid payment for additional hours. This article is intended to be construed only on the basis of additional pay for additional hours worked and shall not be construed as a guarantee of work per day or per week.

In situations requiring additional hours, volunteers in the same area as the additional hours available will be sought before the additional hours are offered to other attending

physicians. In the event that sufficient volunteers are not obtained, additional hours will be assigned to the physicians in the area on a rotational basis pursuant to inverse seniority.

For purposes of interpretation, all hours in pay status shall be considered hours worked except for unplanned absences.

Tentatively Agreed to by:



SEIU Local 1991


JHS

**Jackson Health System and SEIU Local 1991
Negotiations
PHT Counterproposal on September 22, 2023**

Date of SEIU Original Proposal: June 21, 2023

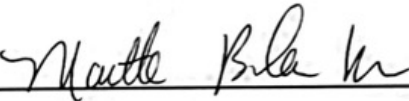
Attending Physicians

ARTICLE XI - SALARIES

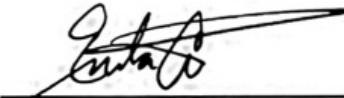
Section 8. - Hospitalists Additional Shifts

Upon ratification, the Full Time In-patient hospitalists who are working an additional 12-hour shift are to be paid ~~One Thousand Eight Hundred and Fifty \$1850.00~~ One Thousand Nine hundred eighty eight dollars (\$1,998.00) for each shift. Hospitalists that work 12 hours during the night shift will receive ~~will receive Two Thousand One Three Hundred Fifty Seventy-Seven Dollars (\$2,377.00) (\$2,150)~~, which shall be inclusive of the night shift differential.

Tentatively Agreed to by:



SEIU Local 1991



JHS

**Jackson Health System and SEIU Local 1991
Negotiations
PHT Counterproposal on September 22, 2023**

Date of SEIU Original Proposal: June 21, 2023

Attending Physicians

ARTICLE XI - SALARIES

Section 9. – On-Call Pay

Bargaining unit members designated as on call at the following rotations or facilities shall receive ~~\$250~~ \$500 per week for being on call: the PCC (PET, North Dade, Penalver, Rosie Lee Wesley, Jefferson Reaves) and 3A in ACC West on call rotation, and Corrections Health Services (CHS). Bargaining unit members who are on call for over one week are to be paid an additional \$35.71 per day, up to 6 days.

Tentatively Agreed to by:



SEIU Local 1991



JHS

**Jackson Health System and SEIU Local 1991
Negotiations
PHT Counterproposal on September 18, 2023
Date of SEIU Original Proposal: June 21, 2023**

Attending Physicians

Article XI – Salaries

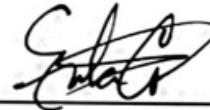
Section 10 (New Section) – Cell Phone Program

Bargaining unit employees who are required to carry a cellular phone to conduct PHT business because of the business needs of the PHT shall receive a monthly stipend of \$40.00 to be paid on an eligible employee's paycheck on a post-tax basis, subject to all required deductions. Bargaining unit employees who are required to carry a cellular phone to conduct PHT business shall abide by PHT Policy and Procedure 232A.

Tentatively Agreed to by:



SEIU Local 1991



JHS

**Jackson Health System and SEIU Local 1991
Negotiations
PHT Counterproposal on September 22, 2023 Post-Caucus**

Date of SEIU Original Proposal: June 21, 2023

Attending Physicians

ARTICLE XXVIII - PENSION BENEFITS

Effective March 1, 2012, the pension benefits of the Public Health Trust Retirement Plan shall be amended to reflect the following changes to the pension benefits of the Florida Retirement System (FRS) which became effective July 1, 2011: cost-of-living adjustments; changes to the definition of retirement age for new hires, other than the increase of the minimum years of service requirement; and changes to the calculation of average final compensation for new hires. Similarly, effective upon ratification of this Agreement, employee contribution levels shall also be amended to reflect the FRS employee contribution levels in effect as of July 1, 2011 (3% of pensionable earnings on a pre-tax basis, other than per diem pool).

Credit for previous services as a nonmember: In order to recognize the previous services of bargaining unit members with the PHT, and in order to encourage individuals with previous non-membership service to return to the PHT after completion of a Jackson residency program(s), the parties agree that bargaining unit employees shall be given the opportunity to receive retroactive service credits as follows:

1. As a means to encourage Residents to continue employment at PHT following residency (with no gap in service), the Residents will be given the opportunity to receive retroactive service credit (towards eligibility, vesting and benefit accrual under the PHT Retirement Plan) for their period of Residency with PHT by "buying back" such prior service while a Resident in an amount equal to the 3% employee contributions based on their corresponding pay while a Resident. This "buy-back" opportunity is voluntary and must be requested in writing to the HR Benefits department, and paid within the first year of employment following Residency in a manner and over a period of time as determined by the PHT.

2. A Jackson resident who immediately transitions into an approved Fellowship program of up to two (2) years can execute a written statement expressing their intent to return to Jackson within three (3) months after completion of the Fellowship. Upon hire, the resident will be provided a one-year opportunity to buy back the Employee's residency time in an amount equal to the 3% employee contributions of the residency rate.

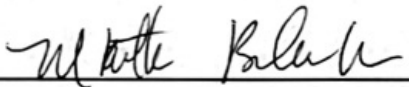
in Baker

3. Any Bargaining Unit member who is a member of the PHT Retirement Plan and had prior medical residency service with the Jackson Health System will have a "buy-back" opportunity to purchase such prior non-membership services as a Resident in an amount equal to 6.5% of the member's current pay when the purchase is made, not to exceed the pension cap. The bargaining unit member may buy-back up to five (5) years of Jackson medical residency.

The Summary Plan Description for the PHT Retirement Plan shall be amended to conform to this Agreement, and a copy shall be provided to the Union upon its completion.

All bargaining unit members who are covered by the PHT Pension Plan shall receive an account statement reflecting: years of service credit, vesting date, and other relevant data, along with a current Plan Summary Description annually and any time thereafter upon request as required by law or the plan.

Tentatively Agreed to by:



SEIU Local 1991



JHS

**Jackson Health System and SEIU Local 1991
Negotiations
PHT Counterproposal on September 18, 2023**

Date of SEIU Original Proposal: June 21, 2023

Attending Physicians

Article XIV – EMPLOYMENT PRACTICES

Section 2. - Longevity Bonus

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

A. 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.

B. 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.

- C. 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,
24.0% 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 fulltime 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.

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Attending Physicians

Article XVIII – 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 2024~~4~~ 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 2024~~0~~ through 2023~~6~~ plan years.

Beginning January 1, 2022~~4~~, ~~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.

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Beginning January 1, 2023⁵, 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.

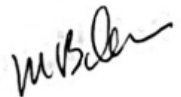
Beginning January 1, 2026, the employee cost of the biweekly premiums, dependent, and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase to those shown in the Medical Plan section of this Agreement.

Beginning January 1, 2022⁴, 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, 2024², 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" with benefits status will be created. Employees who consistently work twenty-four (24) or more weekly 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. 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.



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.

1. ~~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%).~~

1. ~~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.~~

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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

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Proposed "Part-Time 24" Status Health Insurance Illustration

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

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

Note: Based on 2023 biweekly rates.

2/1/2024

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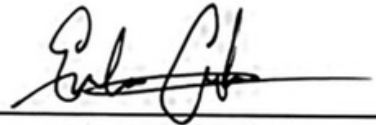
ARTICLE X - HOURS OF WORK

Section 2. Time Schedules

A. Time schedules shall be done on a monthly basis. Every effort shall be made to post time schedules ^{for} ~~for~~ ⁸ ~~4~~ weeks immediately preceding their effective date. Established schedules may be amended at any time by mutual agreement of the employees involved with the consent of the appropriate supervisor.

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ARTICLE XIII – VACATION AND LEAVE

Section 1. Personal Leave Program

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

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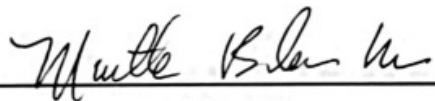
**Jackson Health System and SEIU Local 1991
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Article XXIX – Term of Agreement

- A. The collective bargaining agreement between the PHT, Miami-Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 2023~~0~~ and continue to September 30, 2026~~3~~.
- B. 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 Performance-based Incentives.
- 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) and Performance-based Incentives.
- D. Either party may require by written notice to the other, no later than June 30, 2026~~3~~, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2026~~3~~.

Tentatively Agreed to by:


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