

Miami-Dade County, Florida/Public Health Trust and
Service Employees International Union Local 1991
Negotiations
Union Proposal
October 1, 2026

PROFESSIONALS CBA

ARTICLE XIV – EMPLOYMENT PRACTICES

SECTION 23. REMOTE WORK

- A. The Employer recognizes that, where operationally feasible, remote work can enhance employee productivity, recruitment, retention, and work-life balance. Employees whose duties can be effectively performed remotely may request approval to work remotely on a full-time, hybrid, or occasional basis. The Employer shall provide the employee with a written response approving or denying a remote work request within **thirty (30) calendar days** of receiving the request. Requests for remote work shall not be unreasonably denied. If the request is denied, the response shall include the specific operational reason(s) for the denial.
- B. As remote work assignments become available, they shall be posted throughout PHT facilities for a period of not less than fourteen (14) days. In addition, the PHT shall provide not less than fourteen (14) days-notice via electronic mail to all employees in any classification for which a remote work assignment becomes available.
- C. Employees in the affected classification who express an interest in the assignment shall be selected by classification seniority unless the PHT can establish that the employee lacks the competency and ability to work remotely. In that event, the employee may be bypassed and the next most senior employee shall be selected.
- D. If an insufficient number of employees express an interest in the remote work assignment, the assignment shall continue to be posted on bulletin boards throughout PHT facilities until a job offer is made by Recruitment Services.
- E. Establishment of Remote Work Committee: The Employer agrees to form a joint labor/management committee to review any denial of a request for remote work. The committee will consist of an equal number of employer and union representatives. An employee whose request is denied may submit an appeal to the remote work committee within thirty (30) calendar days. The committee shall meet within ten calendar (10) days thereafter to consider the matter. If the committee cannot reach a majority decision, then a grievance may be filed in accordance with the grievance and arbitration provisions of this Agreement. If the committee agrees that the request for remote work is reasonable, the request shall be granted.

- F. Non-Discrimination: Remote work decisions shall be administered fairly and consistently. Employees in substantially similar positions shall not be treated differently without a legitimate operational justification.
- G. An alleged violation of this Article, including but not limited to a claim that a remote work request was unreasonably denied, administered unfairly, or that similarly situated employees were treated inconsistently, shall be subject to the grievance and arbitration procedure of this Agreement.

For the PHT

For the Union