Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2008

Agenda Item No. 10(A)(1)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution approving and ratifying the collective bargaining agreement between Miami-Dade County, The Public Health Trust and the Health Care Professionals, SEIU, Local 1991

The attached item is being placed on the Board of County Commissioner's agenda at the request of Mr. Ernesto A. de la Fe, Chairman of the Public Health Trust (the Trust).

In Chairman de la Fe's Trust memorandum, a waiver of Resolution No. R-130-06 which requires that any contracts between the County and third parties be executed and finalized prior to placement on a committee agenda is requested as being in the best interest of the County. The item was accepted by the Executive Committee of the Trust on December 4, 2008 pursuant to the Executive Committee's powers to act during the Board's December hiatus. Chapter 25A-4(c)(4), however, does not permit the Trust to enter into a contract with any labor union without first having obtained the approval of the Board of County Commissioners. I recommend a waiver of the requirements of R-130-06.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 16, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

_____ "4-Day Rule" ("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

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

✓ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
12-16-08

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE HEALTH CARE PROFESSIONALS, SEIU, LOCAL 1991

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the execution of the attached 2008-2011 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and the Health Care Professionals, SEIU, Local 1991, in substantially the form attached hereto and made a part hereof. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to placement on the committee agenda are waived at the request of the Trust for the reasons set forth in the Trust's Memorandum.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lee Kraftchick
Eugene Shy

Jackson HEALTH SYSTEM
PUBLIC HEALTH TRUST

ERNESTO DE LA FÉ
Chairman
Public Health Trust

Executive Office
Jackson Health System
1611 N.W. 12th Avenue
Miami, Florida 33136-1096

To: The Honorable Carlos Alvarez
Mayor, Miami-Dade County

From: Ernesto A. de la Fe
Chairman, Public Health Trust Board of Trustees

Date: December 9, 2008

Re: Collective Bargaining Agreements

On December 4, 2008, the Executive Committee of the Public Health Trust Board of Trustees voted to approve the 2008 – 2011 Collective Bargaining Agreements with SEIU, Local 1991. In light of the current economic situation facing Miami-Dade County and the State of Florida, we respectfully encourage the Board of County Commissioners to consider these economic issues when determining the Cost of Living Adjustments and Merit Increases for unions throughout the county. As stewards of Miami-Dade County, the Public Health Trust Board of Trustees takes their fiduciary responsibilities extremely seriously. We are concerned with the future of the organization, particularly given the economic conditions that exist nationwide.

Given our strained finances, we have not budgeted for a wage increase in our 2008-2009 operating plan. A 1% Cost of Living Adjustment increase would increase operating loses by approximately $10 million. Annual step/merit increases are expected to cost the PHT over $25 million during the next year.

The PHT highly values its employees and fully appreciates their contribution to our recent successes. However, we are very concerned about the long term financial viability of the organization. You may recall that at our last combined PHT/BCC meeting, we informed you that we would attempt to close our operating plan budget for 2008-2009 by improving our operations by $200 million. In fact, over the last four years, we have had a combined operating improvement plan of more than $400 million. Given all the improvements we have made we do not expect that we will be able to balance the 2009-2010 budget, and we reported this to you at our combined meeting. Clearly any new expenses will only worsen our current financial status, and likely will lead to reductions in service and staffing. The slowing economy will decrease tax flows to the Trust and increase the number of uninsured we treat, thus further deteriorating our financial status. Only through extreme budgetary austerity will we be able to maintain our services and balance our budget over the next two years.

Thank you for your steadfast commitment to the Trust and we stand ready to assist in any way possible.

CC: Honorable Dennis Moss
Honorable Bruno Barreiro

An Equal Opportunity Employer

Jackson HEALTH SYSTEM
PUBLIC HEALTH TRUST

ERNESTO DE LA FÉ
Chairman
Public Health Trust

Executive Office
Jackson Health System
1611 N.W. 12th Avenue
Miami, Florida 33136-1096

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE:

FROM: Ernesto de la Fe, Chairman
Board of Trustees
Public Health Trust

SUBJECT: Resolution Approving and Ratifying Execution of the 2008-2011 Collective Bargaining Agreement Between Miami-Dade County, the Public Health Trust and the Health Care Professionals, SEIU, Local 1991

RECOMMENDATION

It is recommended that the attached 2008-2011 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and the Health Care Professionals, SEIU, Local 1991 be approved by the Board of County Commissioners.

The requirements of Resolution No. R-130-06 requiring that any contracts between the County with third parties be executed and finalized prior to their placement on a committee agenda may be waived by the Board of County Commissioners where the County Manager recommends that it is in the best interests of the County. Chapter 25A-4(c)(4) prohibits the Trust from entering into a contract with any labor union without first having obtained the approval of the Board of County Commissioners. Therefore, it is respectfully recommended that these requirements be waived for this collective bargaining agreement based on the provisions of Chapter 25A-4(c)(4) and the accompanying resolution that requires the Board to first approve and ratify this agreement prior to it being executed by the County and the Trust. Accordingly, this contract will be executed by the parties subsequent to its approval and ratification by the Board.

BACKGROUND

Collective bargaining negotiations produced the attached contract which was ratified by the Health Care Professionals, SEIU, Local 1991 on December 9, 2008. The Executive Committee of the Board of Trustees of the Public Health Trust accepted the contract at its meeting on December 4, 2008, pursuant to Resolution No. PHT 085, a copy of which is attached hereto, and it is now being submitted for your approval. The following is a summary of the primary contractual changes affecting the 946 employees covered by this Agreement.

Term of Agreement: Three (3) year contract for the period of October 1, 2008 through September 30, 2011.

ECONOMIC

WAGES (COLA)

Term of Contract 2008-2011

Effective the beginning of the first pay period of each year, in a month to be determined, all employees in bargaining unit classifications, shall receive a wage increase equivalent to the highest wage increase Miami-Dade County negotiates with any labor organization representing Miami-Dade county employees.

It is the intent of the parties that the COLA received by the other bargaining units within Miami-Dade County be provided to this bargaining unit the same payroll period as received by the other bargaining units within Miami-Dade County.

SELECTIVE SALARY INCREASES

Effective October 1, 2008, one step will be added to the Medical Technologist I and II classifications salary ranges.

Effective the first pay period following final ratification, the pay per shift for Clinical Hospital Pharmacist working as Clinical Practice Pharmacist will be increased by four percent (4%).

ON-CALL PAY

Effective the first pay period following final ratification, On-Call Hourly employees who are designated as On-Call and are not required to come into the hospital, but are required to resolve issues by telephone or computer, by their respective management or designee, shall be compensated in increments of 15 minutes

DEFINED CONTRIBUTION PLAN

Management secured the right to offer an optional Defined Contribution Plan to new employees hired after final contract ratification. The employer contributes two percent (2%) and matches up to three percent (3%) of employee contributions.

The contract represents a fair and equitable Agreement with the bargaining unit and is the product of good faith negotiations between the parties. It recognizes the services provided by these public servants by addressing their economic concerns while ensuring the continued delivery of quality services to the public in a fiscally responsible manner.

Ernesto de la Fe
Chairman
Board of Trustees
Public Health Trust

Agenda Item
President's Report

RESOLUTION NO. PHT 085

RESOLUTION ACCEPTING THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE HEALTH CARE PROFESSIONALS SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991, AND FORWARDING SUCH AGREEMENT TO THE MIAMI-DADE COUNTY COMMISSION FOR RATIFICATION

WHEREAS, the President and staff of the Public Health Trust have negotiated in good faith with representatives of the SEIU, Local 1991, which is the duly certified collective bargaining agent representing Health Care Professionals 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, the President and the Public Health Trust Board of Trustees desires to accomplish the purposes outlined in the accompanying memorandum and recommends acceptance of the proposed 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 accepts the Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust, and SEIU, Local 1991, representing Health Care Professionals, for the period of October 1, 2008 through September 30, 2011 and hereby forwards the agreement to the Miami-Dade County Commission for ratification.

Marvin O'Quinn

Marvin O'Quinn
President/CEO
Public Health Trust

The foregoing resolution was offered by Ms. Cancela motion was seconded

by Mr. Medina as follows:

Jorge L. Arrizurieta	Aye
Rosy Cancela	Aye
John H. Copeland, III	Aye
Ernesto A. de la Fe	Aye
Abraham A. Galbut	Aye
Walter James Harvey, Esq.	Aye
Angel Medina, Jr.	Aye
Diego L. Mella	Aye
Martin G. Zilber, Esq.	Aye
Commissioner Dorrin Rolle	Absent

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December 2008.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY:_____
Rosy Cancela, Secretary

Approved by the County Attorney as to form
and legal sufficiency_____

Jackson HEALTH SYSTEM PUBLIC HEALTH TRUST

MEMORANDUM

TO: **Marvin O'Quinn**
President/CEO

Eugene Bassett
Executive Vice President &
Chief Operating Officer

Trummell L. Valdera, SPHR
Senior Vice President &
Chief Human Resources Officer
Human Resources Capital Management

FROM: **Danny L. Curry, SPHR**
Director
Employee/Labor Relations &
Workforce Compliance

Linda Gonzalez, SPHR
Associate Director
Employee/Labor Relations &
Workforce Compliance

DATE: December, 2008

SUBJECT: **COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND HEALTH CARE PROFESSIONALS, SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991 (APPROXIMATELY 946 EMPLOYEES)**

This memorandum summarizes the highlights of the Health Care Professionals, SEIU, Collective Bargaining Agreement. The agreement is scheduled for ratification by the Health Care Professionals on December 8th and 9, 2008.

We recommend approval of this contact.

Term of Agreement: Three (3) year contract for the period of October 1, 2008 through September 30, 2011.

ECONOMIC

WAGES (COLA)

Term of Contract 2008-2011

Effective the beginning of the first pay period of each year in a month to be determined, all employees in bargaining unit classifications, shall receive a wage increase equivalent to the highest wage increase Miami-Dade County negotiates with any labor organization representing Miami-Dade county employees.

SELECTIVE SALARY INCREASES

Effective October 1, 2008, one step will be added to the Medical Technologist I and II classifications salary ranges.

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DEFINED CONTRIBUTION PLAN

Management secured the right to offer an optional Defined Contribution Plan to new employees hired after final contract ratification. The employer contributes two percent (2%) and matches up to three percent (3%) of employee contributions.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

LOCAL 1991

THE SERVICE EMPLOYEES INTERNATIONAL UNION

(PROFESSIONALS BARGAINING UNIT)

OCTOBER 1, 2008 – SEPTEMBER 30, 2011

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ARTICLE I - PREAMBLE

This Agreement is entered into on _____ by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and Local 1991 Service Employees International Union, hereinafter referred to as the Union, for the period October 1, 2008 through September 30, 2011, subject to ratification by the Union membership and approval by the Public Health Trust and the Board of County Commissioners of Miami-Dade County, Florida.

All new or amended provisions contained in this Agreement shall be effective the beginning of the first pay period immediately following final ratification and approval by the Board of County Commissioners, unless a different effective date is specifically provided for in the affected article.

ARTICLE II - PURPOSE

It is the purpose of this Agreement to promote and expand harmonious relationships between the Employer and Employees represented by the Union; to provide, where not inconsistent with the Constitution, Charter, Statute, Ordinance or Personnel Rules, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement. Both parties agree that they share the responsibility to provide uninterrupted care to patients and citizens of Miami-Dade County.

In addition to standards of performance adopted by the Public Health Trust, including, but not limited to, appropriate audit methodologies, the Employer recognizes its obligations under the Department of Professional Regulations and Professional Standards as developed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and the New Standards for Performance Improvement.

Upon ratification and approval, the provisions of this agreement will supersede Personnel Rules or Administrative Orders and/or other rules and regulations in conflict herewith. The Employer retains the right to establish through Administrative Order or Personnel Rules practices or procedures, which do not violate the provisions of this contract.

ARTICLE III - RECOGNITION

Section 1. Recognition

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number RC-96-016, is as follows:

   INCLUDED: All full-time and regular part-time health related professional employees who are employed by the Public Health Trust in classifications included under Appendix A. (DEFINITION: Regular part-time means those individuals who work 40 hours or more per pay period for at least six months continuously.)

   EXCLUDED: All managers, supervisors, confidential employees as defined in the Act, nurses, physicians, dentists, all non-health care professionals, and all other employees of Jackson Memorial Hospital/Public Health Trust of Miami-Dade County.

   This Agreement applies to all "Included" bargaining unit members regardless of their status (exempt, permanent, probationary, grant funded) except as described in paragraph 2 below.

2. Article VII, VIII, IX and XVII only shall not apply to probationary employees or those still in the initial six month hiring period.

3. It is agreed that if and when new position classifications are created by the Employer, questions of inclusions or exclusion within the Bargaining Unit shall be settled in accordance with State law.

Section 2. Probationary Employees

Probationary non-permanent employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan, and other regulations in effect prior to the execution of this Agreement; and there shall be no change in any of the wages, benefits hours or terms and conditions of employment of such employees except as a result of this Agreement.

Within the meaning of the above paragraph, the following provisions only shall not apply to probationary employees: Article IX, Sections 1, 2 (D), 3, 4 and 5 and Article XIV, Section 6(E).

ARTICLE IV - UNION-MANAGEMENT COOPERATION

Section 1. Union-Management Cooperation

It is recognized that regular meetings between the Employer and the Union are desirable in order to deal with matters of mutual concern as they arise and to improve employee-management cooperation.

Section 2. Employee-Management Conference Committee

A. The Employer's management, jointly with the elected representatives of the Union, shall establish a Conference Committee to assist in solving mutual personnel and other employee-management problems not involving grievances, or matters within jurisdiction of any other Labor Management Committees.

B. The purpose of the Committee is to foster improved relations between the Employer and the Union.

C. The Committee shall be on a permanent basis and shall consist of four (4) representatives of management and four (4) representatives of the Union. Persons serving on this committee should be at a level to represent the parties' interests.

D. This Committee will meet monthly. Each party will submit an agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.

E. Within the authority of the representatives, both parties will make every effort to implement any agreement or plan, which results from these meetings. If unable to implement, the representatives will make appropriate recommendations.

F. It is the objective of the Employer to pay salaries that are competitive in the local area. To this end, salaries will be discussed by this Committee whenever requested by either party.

Section 3. Membership

A. Quarterly, the Employer will provide the Union with a printout and/or disk of the job title, department, unit and salaries of all the employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers. The Employer will provide the Union with access to the files maintained in the Personnel Office from which the Union may obtain information concerning the name, title, classification, step and salary of every member of the bargaining unit. In addition, the Employer will furnish the Union with a monthly list of all terminated and newly hired employees in the represented bargaining unit.

B. The Union will have one thousand (1000) copies of this agreement printed and the Employer will reimburse the Union for 50% of mutually agreed upon cost. The Union will provide the Employer with fifty (50) copies. The Union will distribute copies of this Agreement to all employees in the bargaining units.

Section 4. Dues Deduction

A. Upon receipt of a properly executed written authorization from an employee, the Employer agrees to deduct the regular Union dues of such employees from their biweekly pay and remit the same to the Union within fourteen (14) calendar days from the date of the deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular Union dues deduction as provided by law. Any employee may revoke the Union dues deduction as provided by law.

B. Upon receipt of a properly executed written authorization from an employee, the Employer agrees to deduct COPE contributions from an employee's biweekly pay in the amount designated by the employee and remit the same to the Union within fourteen (14) calendar days from the date of deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular COPE dues deduction as provided by law. Any employee may revoke the COPE dues deduction upon written authorization.

C The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.

Section 5. Non-Discrimination

There shall be no discrimination against any employee by the Employer or the Union because of race, color, sex, creed, national origin, age, marital status, disability, sexual orientation, political affiliation or Union membership or activity covered or described under this Agreement. There shall be no discrimination shown between equally qualified employees in work assignments, training, transfers, evaluations, promotions, layoff and recall, education and tuition assistance.

All employees covered by this Agreement shall be protected in the exercise of the right to join and assist the Union, or to refrain from such activity; to designate representatives for the purpose of processing grievances and to engage in other lawful activities for the purpose of collective bargaining or for the purpose of implementing any other rights provided under the Public Employees Relations Act or other pertinent laws, or the provisions of this Agreement.

Section 6. Bulletin Boards

The Employer agrees to provide a suitable number of bulletin boards or bulletin board space for exclusive Union use. There will be at least one (1) board per patient care unit and/or work site/area and additional others to be mutually determined.

Section 7. Copies of Documents

The Employer will provide the Union with a copy of all manuals, job descriptions, personnel policies and administrative rules and regulations that are applicable to the bargaining unit.

Section 8. New Employee Orientation

The Union and the Employer shall work cooperatively to ensure that the Union representatives shall have an opportunity to address/contact new employees about the Union and to provide them with a copy of the Collective Bargaining Agreement and a list of Union officers and representatives.

ARTICLE V - NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS

Section 1. Prevailing Benefits Clause

Any benefits recognized by the Employer and heretofore enjoyed by the employee, which are not specifically provided for or abridged by this Agreement, shall continue under conditions upon which they have previously been granted.

Section 2. Notification, Consultations and Negotiations

The Employer shall notify the Union in writing of any proposed changes in personnel policies or practices which affect the conditions under which employees work. Whenever possible, such written notification shall be provided the Union at least four (4) weeks in advance of the proposed implementation of the changes. If requested by the Union within ten (10) days of its receipt of such notification, the Employer will meet with the Union to discuss the proposed changes and to negotiate in good faith over the impact of such changes on unit employees.

Examples of changes which entitle the Union to such notification include but are not limited to the following: The PHT or the County merging with or acquiring other hospitals or agencies; changes in job descriptions, specifications, qualifications or evaluation system; new or changed job classifications; changes in the Employer's policies and procedures, work or disciplinary rules; changes in shift starting and quitting times; plans for opening or acquiring new units or reassignment of personnel; and such committee recommendations as the Employer wishes to implement even where the Union was represented on the committee making the initial recommendations.

Nothing in this article shall diminish the right of the Employer to take action described in the Management Rights and Scope of this Agreement Article XXII.

ARTICLE VI - UNION REPRESENTATION

Section 1. Union Representatives

The Union has the right to select its representatives to carry out the activities permitted by this Agreement, and will furnish the Employer with a list of elected officials and unit representatives for designated purposes within thirty (30) days after the execution of this Agreement. The Union will keep such lists current.

Section 2. Grievance Representation

The Employer recognizes the right of the Union to appoint not more than fifteen (15) representatives at JMH and satellite facilities for the purpose of assisting employees in the adjustment of grievances under the terms of this Agreement. In the event of an expansion of the bargaining unit above the number of employees in the unit at the execution of this Agreement, the Employer agrees that the Union shall be allowed to appoint one (1) additional representative for each sixty (60) additional bargaining unit employees.

Section 3. Released Time

A. With prior approval from the employee's supervisor, time off with pay shall be allowed to the Union representatives assigned to regular shifts to allow for participation in activities described in Articles IV, V, VI, VII, VIII, IX, XVII, XVIII, XIX, and XX of this Agreement. Approval will not be unreasonably withheld.

B. No employee shall be paid for such time unless regularly scheduled to work at a time when such activities are going on; nor shall schedules be changed to allow paid time for such activities. In unusual circumstances, request for schedule changes may be submitted by Unit representatives for approval by their supervisor or schedule changes may be made by the Employer. However, in order to encourage participation of night-shift employees in the activities detailed in Section A, night-shift employees who spend two (2) hours or more in any day attending such activities shall be given a maximum of two (2) hours off their regular shift with pay.

C. Up to ten (10) bargaining unit members will be allowed time off with pay for contract negotiations. Up to an additional five (5) bargaining unit members will be allowed time off without pay for contract negotiations. Approval will not be unreasonably withheld. The Union will make every effort to elect employees from various hospital centers.

Section 4. Adjustment of Grievance

It is agreed and understood by both parties that unit representatives designated by the Union may, without loss of pay, process grievances during working hours. An employee representative, before leaving the work area to transact appropriate Union-Employer business during working hours, shall first obtain permission from the appropriate supervisor. When it is necessary to contact an employee in another area, the representative will contact the appropriate supervisor to arrange an appointment with the concerned employee(s). Permission will be granted by either supervisor as a matter of discretion but shall not be unreasonably withheld. The parties recognize that time spent in such activities shall not interfere with patient needs and, if necessary, shall be conducted on the employees' own time.

Every effort will be made by the Employer to allow unit representatives to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known, and when possible at least within twenty-four (24) hours.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Resolution of Grievances

In a mutual effort to provide harmonious working relationships between the parties to this Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances arising between the parties as to the interpretation or application of the provisions of this Agreement.

It is agreed that every effort will be made by the Union and the Employer to resolve disagreements or disputes informally and promptly prior to the initiation of the formal grievance procedure and at the first step. An employee may be assisted or represented by a representative of the Union at each step of the grievance procedure. Unless the employee requests Union representation, nothing in this section shall prevent the Employer from discussing any incident or circumstance related to any employee without the presence of a Union representative. However, the Employer agrees not to deny representation if it is requested.

Section 2. Definition

A grievance shall be defined as any dispute arising from the interpretation or application of this Agreement, or arising from conditions of employment. A class grievance shall be defined as any dispute which concerns two (2) or more employees within the bargaining unit. Class grievances should name all employees and/or classifications covered in the grievance. Each written grievance, when filed, shall contain a brief statement of the facts of the violation claimed, together with the article of the contract violated and the remedy sought. All grievances shall be processed in accordance with the grievance procedure as set forth in this article.

Section 3. Procedure

A. **Step 1**

The employee shall file a grievance, in writing, with the individual who possesses the authority to either modify the disciplinary action or to correct the contract violation within ten (10) calendar days of the occurrence or knowledge giving rise to the grievance. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.

B. **Step 2**

If the Union is not satisfied with the reply in Step 1 within ten (10) calendar days thereafter the written grievance shall be presented to this individual's Supervisor. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.

C. **Step 3**

If the Union is not satisfied with the reply in Step 2, within ten (10) calendar days thereafter the written grievance shall be presented to the Senior Vice President of Patient Care Services. This person, or designee, shall meet with the grievant and the Union

Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.

D. Whenever possible, appropriate and unique to one division, the Union will attempt to discuss Union grievances, except those concerning disciplinary action, health and safety or Union rights, with the Division Director or designee before submitting the grievance directly at Step 3 of the grievance procedure.

Section 4. Amended Procedure for Certain Grievances

Grievances concerning disciplinary action, health and safety or Union rights, together with all class grievances, shall be submitted in writing directly at Step 3 of the grievance procedure.

Section 5. Class Grievances

In order to minimize the disruption to patient care in the case of class grievances, no more than two (2) employees per shift, per unit, plus a Union Representative, shall be released from work for grievance meetings.

Section 6. Time Limits

Failure to observe the time limits for submission of any grievance at any step will automatically result in the grievance being considered abandoned. Failure to meet or to respond to a grievance within the prescribed time limit will automatically move the grievance to the next step.

Extensions of time limits shall only be by mutual agreement in writing between the parties to this agreement, except that either party shall be permitted one (1) extension of time per grievance as a matter of right not to exceed fifteen (15) days, providing that the other party is notified in writing of the extension prior to the expiration of the original period.

Section 7. Employee Obligation

The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending, except as set forth in Article XXI of this Agreement.

Section 8. Employer Responses

All responses required in Steps 1, 2 and 3, above, as applicable, shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance at any step of the procedure must contain a statement of the reasons for the rejection.

Section 9. Exclusions

Any subjects excluded from the arbitration procedure (Article VIII) shall also be excluded from the grievance procedure with the sole exception of reprimands, which shall be grievable but not arbitrable as provided under Article IX, Disciplinary Action, Section 3, Reprimands.

ARTICLE VIII - ARBITRATION

If the Union is not satisfied with the reply in Step 3 of the grievance procedure, the Union shall have ten (10) calendar days after receipt thereof to notify the Employer of intent to submit the grievance to arbitration. Within thirty (30) days following notification to the Employer, the Union

must file a request for arbitration. If the parties cannot agree upon an impartial arbitrator within five (5) days, the parties shall request a list of seven (7) arbitrators from FMCS or AAA. The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing no later than thirty (30) days after the conclusion of the hearing, and such decision shall be final and binding.

Each party will pay its own expenses and will share equally in expenses incurred mutually in arbitration.

Employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work and, unless directly required to assist the principal Union Representative in the presentation of the case, they shall return to work upon completion of their testimony. The intent of the parties is to minimize time lost from work and disruption of patient care.

The arbitrator shall limit his opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.

Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment.

Reprimands and determinations under Article XIV (Employment Practices), Section 4 (Classification Appeal), and Section 15, B, C, D (Job Specification Language) are not arbitrable.

ARTICLE IX - DISCIPLINARY ACTION

Section 1. Just Cause

Any employee shall not be discharged, disciplined or demoted except for just cause. The Employer will follow progressive disciplinary procedures, whenever appropriate, and in all instances will have the burden of proving just cause for disciplinary action taken.

Section 2. Procedure

A. Whenever it is alleged that an employee has violated any law, rule, regulation, or policy, that employee shall be notified in accordance with Section 2. E. of this article, and informed of the law, rule, regulation, or policy allegedly violated. The Employer shall initiate an investigation prior to notification to the employee of a pending disciplinary action. The Employer shall conduct the necessary investigation to include full consideration of any documentation submitted by the employee prior to making a final decision. In specifying charges, the Employer will be guided, in part, by the Code of Ethics for the affected job classification.

B. The Employer agrees to inform the employee and the Union of their right to representation in the disciplinary process. The Employer will give the employee at least 48 hours written notice providing date, time and place that a disciplinary/counseling session is scheduled. This notice will include the law, rule, regulation, or policy allegedly violated and nature of the alleged violation.

C. Final disciplinary action determinations will not be rendered until the completion of the presentation and rebuttal meetings where the Employer and the employee together with the

Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Rebuttal meetings must be scheduled within fourteen (14) calendar days unless mutually agreed between the parties. The Employer shall have fourteen (14) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual Agreement. The Union and the employee shall receive a copy of the rebuttal response.

D. The Employer agrees that all disciplinary actions (dismissals, suspensions, demotions) except reprimands will be appealable by the employee to a hearing examiner as provided in the Miami-Dade County Code and the Personnel Rules of the PHT or, at the option of the Union and the employee, to the Grievance and Arbitration procedures provided in Articles VII and VIII of this Agreement. The employee shall be notified in writing of both appeal procedures by name and contract article.

E. Notices of disciplinary action, Records of Counselings and documented verbal counseling shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts requiring the notice, except where good cause for delay is shown. Forty-eight (48) hour written notice is not required for documented verbal counseling. Good cause shall include, but not limited to, the pendency of outside criminal, administrative or other proceedings.

F. Any disciplinary action currently in an employee file, which is overturned, shall be stamped invalid.

Section 3. Reprimands

Reprimands shall be appealable by the employee to the grievance procedure up to and including Step 3, but shall not be further appealable to either an Arbitrator or to a County Hearing Examiner Officer. Within thirty (30) days of the receipt of the Employer's reply to such a grievance at any step of the grievance procedure, the employee and/or the Union shall have the right to file a written response to the Written Reprimand and have said response inserted in the employee's personnel folder.

Written Reprimands and Records of Counseling, together with any reference to such reprimands or Records of Counselings excluding performance evaluations, shall cease to be of any force or effect after a two (2) year period from receipt of the Record of Counseling or Written Reprimand in which the employee has received no further disciplinary actions or Records of Counseling. At the employee's specific written request, these shall be promptly stamped in the employee's personnel file as no longer in effect.

Section 4. Hearing Pursuant to the Hearing Examiner System

A. The employee subjected to the disciplinary process shall be informed in writing of the charges. The employee or the employee's representative shall have the right to confront and question all witnesses under oath. The right of discovery and procedural rights in accordance with the Florida Rules of Civil Procedure shall be provided to the employee.

B. All disciplinary actions including demotions, suspensions, and dismissals of permanent employees, but excluding reprimands shall be appealable to a hearing examiner, in accordance with the applicable section(s) of the Miami-Dade County Code (Section 2-47). This section shall not apply to the termination of a nonpermanent or probationary employee or to the demotion of permanent employees who fail to complete the promotional probationary period to the satisfaction of the department for other than disciplinary reasons.

C. The decision of a hearing examiner shall include a finding of facts, conclusions to sustain the decision and may include recommendations, a copy of which shall be immediately provided to the employee and to the Union.

D. The above referenced Code provisions providing for a disciplinary appeal process are to be read to include the following procedural guarantees:

1. The Employer shall continue to abide by the previously agreed to and published Hearing Examiner Procedure Manual.

2. The PHT Labor Relations Manager shall be responsible for initiating the selection of the hearing examiner on each appeal and setting the date, time and place for the hearing upon consultation with the parties involved. There shall be no ex parte communication between the participants of the hearing and the examiner.

3. The parties to the hearing shall not initiate ex parte communications with the President of the PHT for the purpose of influencing the final appeal decision. This decision shall be based solely on the hearing record.

Section 5. Grievance Procedure

A. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees through the grievance and arbitration procedure contained in Article VII and VIII of this Agreement. The Union shall notify the Office of Labor Relations in writing no later than fourteen (14) calendar days from the employee's receipt of the final disciplinary action determination of its decision on whether to exercise the option of appealing through the grievance and arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance and arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

B. In the case where the Union chooses not to select the grievance and arbitration procedure for disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees, then the disciplinary appeal provisions under Section 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Union selects the option to appeal disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees under the grievance and arbitration procedure then the provisions of Section 2-47 of the Code will not be applicable.

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 1. Hourly Employees

The standard work week shall consist of forty (40) hours. Each standard work day shall be eight and one-half (8½) hours and contain an unpaid one-half (½) hour break for meal time, which under normal circumstances will be uninterrupted.

Employees who are assigned to work ten and one-half (10½) hour shifts shall be paid overtime based on a forty (40) hour week. One (1) unpaid meal break of one-half (½) hour will be part of each shift. Every effort will be made to provide two fifteen (15) minute paid rest periods within each scheduled shift.

Employees who are assigned to work twelve and a half (12 ½) hour shifts shall be paid overtime based on a forty (40) hour week. Two (2) unpaid meal breaks of one-half (½) hour each will be part of each shift. Every effort will be made to provide three fifteen (15) minute paid rest periods within each scheduled shift. 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.

Section 2. Overtime

A. It shall not be the general policy of the Employer to require employees to work frequent or consistent overtime. However, when non-job basis employees are required to work approved overtime, in addition to their regular hours, they shall be compensated.

B. In any situation requiring overtime, volunteers (in the same job classification as the overtime assigned) will be sought before the overtime is offered to other employees. In the event that sufficient volunteers are not obtained, overtime will be assigned on a rotational basis, beginning with the least senior. The Employer shall make every effort to avoid the assignment of mandatory overtime and shall only do so when necessary to meet the immediate needs of the unit. Recurring short staffing shall not be considered as grounds for mandatory overtime.

C. The rate of time and one-half the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal workday. All work authorized to be performed in excess of the normal work week shall be paid at the rate of time and one-half of the normal rate of pay provided that overtime hours worked shall not be included in determining the normal work week.

D. For purposes of interpretation, all hours in pay status shall be considered hours worked except for unplanned absences. However, employees covered by the bargaining unit may receive overtime payment for hours worked in excess of any forty (40) hour work week which includes one (1) planned absence taken within any week (the exception being Thanksgiving week when two (2) planned absences may be taken).

E. An employee shall not have the regular work schedule changed solely to avoid payment of overtime. This Article is intended to be construed only on the basis of overtime and shall not be construed as a guarantee of work per day or per week.

F. Except when demonstrated to be more expensive, overtime will be offered before any agency or pool employees are utilized.

Section 3. Work Week

The work week shall begin on a Sunday and end on a Saturday.

Section 4. Time Schedules

Every effort shall be made to post time schedules four (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.

Section 5. Hours of Work and Overtime

A. Employees working five (5) days per week schedule will not be scheduled for more than six (6) consecutive days without prior consent of the employee. Employees working

compressed schedules will not be scheduled for more than three (3) consecutive days without prior consent of the employee.

B. The Employer will make every possible effort to provide employees with one or more years of employment every other or two weekends off per time sheet schedule. Weekends are defined as Saturdays and Sundays for day and evening shift and as Friday and Saturday nights for night shift employees. To meet this provision and to cover weekends normally worked during vacations, periods of illness, other unavoidable absences and to cover unfilled positions, the Employer will make every effort to utilize flexible alternatives, such as: seek volunteers for overtime, utilize modified weekend schedule, utilize combination shifts (e.g. 2-8's, 2-12's), part-time, per diem and pool employees. If staffing standards cannot be met through the use of volunteers, the Employer may assign extra weekend work on a rotating basis. If any employee does not desire every other weekend off or desires set days each week, the employee should make this request in writing to the person responsible for the time schedule. While every possible effort will be made to adhere to paragraphs A and B, it is understood and agreed that patient care needs will be the paramount consideration in work scheduling.

C. No employee shall be denied vacation because such time begins, ends or includes a weekend(s) on which he/she is scheduled to work.

D. No employee shall be required to make up a weekend, which occurred during an approved vacation or leave.

Section 6. Job Basis Employees

All "job basis" positions shall be as currently designated in the PHT Pay Plan. Employees serving in these positions are required to work such hours as may be necessary to accomplish the required work as determined by the Department.

The normal number of work hours will be forty (40) per week; however, if more than forty (40) hours of work in a week is required, overtime compensation provisions shall not apply.

Job basis employees who are directed to and work in excess of their normal work schedule will be granted Administrative Leave by the Department, in accordance with provisions of the Leave Manual.

It is the PHT policy to allow Department managers to grant appropriate Administrative Leave to job basis employees in recognition of extraordinary work efforts or extended work hours in accordance with the provisions of the County and PHT Leave Manuals. Department managers are encouraged to ensure the equitable award of Administrative Leave to job basis employees whenever warranted and in conjunction with PHT policy on working hours for job basis employees.

The Trust and Union will continue to discuss this provision in applicable Department Labor Management Committees.

Section 7. Alternative Schedules

At the request of the employees, units will have flexibility to adopt different work schedules according to their needs and demands with the approval of the Director/Administrator in consultation with Employee/Labor Relations and notification to the Union as provided under Article V, Section 2.

Any employee who has researched different systems of scheduling should present the system to the Employee Management Consultation Committee.

If an alternative scheduling system has been in effect on a unit in excess of twelve (12) months, the Employer will notify the Union of any pending change as provided under Article V, Section 2.

No change will be instituted to the alternate schedule for at least six (6) weeks unless an emergency situation exists.

Section 8. Rotating Shifts

Where rotating shifts are required, those responsible for making work schedules will assign shift rotation on an equitable basis. Individual requests for evening and night shift assignment may continue to be approved.

Every effort will be made to refrain from rotating employees to evening or night shift immediately preceding their weekend off.

Section 9. Consecutive Shifts

No employee will be scheduled for more than two (2) different shifts in any one (1) work week unless the employee gives consent.

Employees will not be required to work consecutive shifts except in emergency conditions. There will normally be at least a minimum of an eleven and one-half (11½) hour break between work shifts except in emergency circumstances. For purposes of this section only, staffing deficiencies which cannot be reasonably anticipated by the Employer shall be considered as emergency circumstances.

Section 10. Flexible Hours for Higher Degree Education

The Employer will make every effort to schedule employees working toward a higher degree in accordance with requests made in order for the employee to attend classes. Requests for leave will be granted based on the date of request.

Section 11. Public Holidays

Employees assigned to services/departments that are closed on public holidays shall have the option either to take the day of the holiday off, or to work in their own/other areas of the bargaining unit if such work is available and/or needed to be completed, as approved by the supervisor.

ARTICLE XI - SALARIES

Section 1. Pay Day

The Employer shall make a good faith effort to include relevant data such as: accrued leave time and itemized deductions on each pay statement.

A. Pay day shall be every other Friday. Paychecks may be picked up in division offices as soon as available. Every effort will be made to make such checks available to those employees on the 3:00 p.m. - 11:30 p.m. and 11:00 p.m. - 7:30 a.m. shifts after 9:30 p.m. on Thursday and prior to the end of their shift.

B. If a holiday is on Friday, pay shall be given on Thursday.

C. The Employer will provide for direct deposit of paychecks in area banks and credit unions upon proper application from individual employees who wish it. Employees shall be informed as to the procedures for proper application.

Section 2. Paycheck Errors

In the event of an error in the pay check, a voucher in the corrected amount shall be made available to the employee within twenty-four (24) hours of reporting the error to the Payroll Department. In order for the voucher to be made available by 4:00 p.m. the same day, the error must be reported to the Payroll Department, with the proper documentation, by 11:00 a.m. The voucher may then be picked up in the Audit Section, General Accounting Department. Vouchers for errors reported to the Payroll Department, with proper documentation, after 11:00 a.m., will be made available for pick up at the Cashier's Office within 24 hours. Vouchers that are not picked up by 4:00 p.m. in the Audit Section, General Account Department, will be given to the Cashier's Office.

Section 3. Salary Increases

A. First Year 2008-2009
Effective the first full pay period in 2009, all employees in bargaining unit classifications shall receive the highest salary increase received by any other bargaining unit classification for any period during the 2008-2009 fiscal year under any collective bargaining agreement between Miami-Dade County (or PHT) and any collective bargaining agent (including but not limited to PBA/Police, IAFF/Fire-Rescue, TWU/Transit, etc.)

B. Second Year 2009-2010
Effective the first full pay period in July 2010, all employees in the bargaining unit shall receive the highest salary increase received by any other bargaining unit classification for any period during the 2009-2010

C. Third Year 2010-2011
Effective the first full pay period in July 2011, all employees in the bargaining unit shall receive the highest salary increase received by any other bargaining unit classification for any period during the 2010-2011 fiscal year under any collective bargaining agreement between Miami-Dade County (or PHT) and any collective bargaining agent (including but not limited to PBA/Police, IAFF/Fire-Rescue, TWU/Transit, etc.)

D. Effective October 1, 2008, one step shall be added to Medical Technologist 1 and 2 salary ranges. Employees will move on their next pay anniversary date.

E. Any Clinical Psychologist I who is either: 1) a Director of a service/program/training and/or 2) has a minimum of ten (10) years consecutive service, shall be moved to Clinical Psychologist II. The promotion formula will be applied and the employee's anniversary date will change.

Section 4. Step Increases

A. The Trust agrees to maintain the step increase system over the contract period subject to the following:

There are two (2) additional steps beyond the maximum of the range to which employees are advanced in recognition of their years of service. These two (2) steps of the salary structure are called longevity steps.

Advancement to the first longevity step shall be made immediately upon completion of five (5) years service at the maximum rate of the salary range. Such advancement will be moved to the first pay step beyond the maximum step of the range.

Advancement to the second longevity step shall be made immediately upon completion of five (5) years at the first longevity step of the salary range. Such advancement will be the next step beyond the first longevity pay step.

B. Employees in this Unit are also eligible for the "Special Recognition Increase" program under the provisions established by the Employer for such a program.

C. Part-time employees are eligible for step increases based on 2080 hours worked and satisfactory performance evaluations (that is, evaluations which meet standards).

D. A change in classification status does not alter an employee's anniversary date for purpose of accrual of leave benefits. An employee who is promoted will have his/her anniversary date changed to the date of promotion for purposes of receiving annual step increases in the new classification, except that an employee who is promoted within thirty (30) days of his/her step increase anniversary date will receive both his/her step increase and then promotional increase.

Section 5. Shift Differential

The Employer agrees to pay a shift differential on the night shift (11:00 p.m. - 7:30 a.m.) and on the evening shift (3:00 p.m. - 11:30 p.m.). Employees on regular assigned shifts which qualify for differentials under this section who are temporarily assigned by the Employer to the day shift for education or work assignment, shall continue to receive the differential they normally receive. Employees who work the evening or night shift who request to work the day shift temporarily will not receive shift differential.

Shift differentials shall be paid in accordance with the following guidelines:

1. The shift differential rates shall be:

Evening	$3.64
Night	$3.64

Effective the beginning of the first pay period following final ratification, the shift differential rates shall be:

Classification	Shift	Rate
Clinical Practice Pharmacist	Evening	$4.00
	Night	$6.00
	Weekend	$2.25
All Other Eligible Classifications	Evening	$3.64
	Night	$4.15
	Weekend	$2.25

2. Employees who earn a shift differential rate higher than $3.64 an hour prior to final ratification will have their rate frozen at the higher rate until the new rates are in effect. Employees who earn a shift differential rate higher than the new rate cited above will have their rate frozen at the higher rate for the duration of the contract. The Employer will continue the current practice of paying the appropriate differential for all hours worked on a shift where the majority of hours occur during the evening or night shift. Employees working the twelve and a half-hour night shift will receive the night shift differential for the entire shift.

Section 6. On-Call Pay

The Employer will continue to pay on-call pay to those employees receiving such pay as of the date of this Agreement. The per shift pay rate shall be thirty-five dollars ($35.00) per shift on weekdays and forty five dollars ($45.00) per shift on Saturday, Sunday, and holidays.

A. Hourly employees who are designated as on call and are not required to come into the hospital, but are required to resolve issues by telephone or computer, by their respective management or designee, shall be paid the appropriate hourly rate in 15 minute intervals if the call or work is at least 8 minutes in duration and provide evidence for payroll as required by the employer. The proper form must be submitted to payroll timely for the respective payroll period. In the event that the employee is called back to work and receives call back pay, in no event will he/she receive pay for time spent on the telephone or computer. For example: #1: the telephone call last 7 minutes; no payment is required. #2: the telephone call lasts 8 minutes; the employee is paid for 15 minutes. #3: the telephone call lasts 20 minutes; the employee is paid for 15 minutes. #4 the telephone call last 23 minutes; the employee is paid for 30 minutes.

B. Salaried Employees On-call/Standby pay – The parties will meet within 90 days and set on-call/standby rates for salaried Employees. However, no Employee performing on-call/Standby duties will earn less than he/she is currently receiving.

Section 7. Call-In Pay

Employees who are called back to work after having left the Employer's facility at the conclusion of a work day, or who are called back to work on a day on which they are not scheduled to work, shall receive a minimum of four (4) hours pay at the applicable rate. Mandatory work-related activities, such as meetings, court appearances and depositions, shall be counted as "work" under this section. Call-in Pay does not apply however, if employees are called to report early for their regular shift.

Section 8. Uniform Allowance

Full-time employees who are required by the Trust to wear a prescribed uniform, which is not provided by the Trust, shall receive uniform allowance in the amount of $125.00 once per year in the month of January.

Section 9. Special Wage Provisions

In addition to the full-time bargaining unit employees currently receiving the fifty dollar ($50) bi-weekly pay supplement, employees in the following classifications will also be eligible for the supplement effective the beginning of the first pay period following final ratification: Community House Physician, Social Worker 1, Social Worker 2, Clinical Social Worker, Licensed Clinical Social Worker, Licensed Mental Health Counselor, Medical Technologist 1, Medical Technologist 2, Dietician 1, Dietician 2, and Medical Record Practitioner.

Section 10. Annual Differential and Specialty Pay Parity Adjustments

Each May 1, the Employer will conduct a market study comparing bargaining unit differentials and specialty pay (shift differential, weekend differential, and preceptor pay) to determine the 75th percentile average payment of said differentials and specialty pay at comparable hospitals in South Florida. Each July 1, the above referenced differential and specialty pay rates for bargaining unit members will be adjusted upwards, where necessary, to meet the 75th percentile average determined above.

ARTICLE XII - STAFF DEVELOPMENT

Section 1. Clinical Certification

The cost of one National clinical certification/licensure exam related to the employee's current area of practice will be reimbursed following successful completion. This does not apply to certification/licensure required for the employee's classification.

Section 2. Financial Aid

Employees may continue to apply for financial aid to cover tuition, registration and travel to such seminars. Applications shall receive a timely reply.

Section 3. Staff Development Programs

The Employer shall make every possible effort to continue to offer current courses, as well as updated and other relevant courses, in special areas of practice for employees working in, or scheduled to work in, a specialty area as part of Staff Development Programs. These educational programs will be posted on the bulletin boards and any bargaining unit employee may apply. These requests will be granted as patient care permits. Every effort will be made to schedule these programs on all shifts. Programs will be videotaped for viewing at satellites.

Section 4. In-Service and Career Development Program

Employees shall be compensated for all time spent in required in-service training programs.

Section 5. Conferences

In no case shall employees be required to do presentations as a condition of attending a conference.

ARTICLE XIII - VACATION AND LEAVE

The Employer provides a certain number of paid hours per year to be used for rest, relaxation, vacation, sickness, bereavement, and other personal needs.

Section 1. Personal Leave Day Program

Paid personal leave hours are provided under the Personal Leave Plan to cover time off from work that is planned and/or unplanned. All paid personal leave must be approved by the employee's department head, supervisor, or other designee.

A. A planned absence from work is defined as time off, requested and approved at least twenty-four (24) hours in advance by the employee's department head, supervisor, or other person designated to approve time off.

1) Except as provided in Section 3, paragraph 1 of this Article, requests for planned personal leave of more than three (3) days shall be submitted at

least forty (40) days in advance unless extenuating circumstances give rise to the need to submit requests within a shorter time frame.

2) Requests for planned personal leave shall be approved based upon staffing needs and to insure proper and adequate patient care. Except as provided in Section 3 herein, requests for leave will be granted based on date of request.

B. An unplanned absence is defined as time taken off by the employee which is unscheduled and not approved in advance by the department head, supervisor, or other designee. In order to receive pay for hours not worked due to an unplanned absence, employees must provide timely notification prior to the start of the scheduled shift of work and a valid reason given to their supervisor or authorized designee as outlined in the Personnel Administrative Policy #358. Written documentation of illness will not be required unless a pattern of unplanned leave utilization exists. Personal leave hours accrue from date of hire.

C. Full-time employees are eligible for paid personal leave hours after the completion of six (6) months of continuous service or, in the case of part-time employees, after six (6) months equivalent of service (1040 hours).

New full-time employees may take up to a maximum of forty (40) hours of paid planned personal leave during the first six (6) months of employment. However, the number of hours taken will be deducted from the total amount of hours accrued after the employee completes six (6) months of continuous service or its equivalent. Should the employee resign or be terminated prior to the end of the first six (6) months, the dollar equivalent of the number of hours taken will be deducted from the employee's final paycheck.

D. Full-time employees shall earn paid personal leave hours as follows:

(1) During the first five (5) years of employment, 0.1115 hours shall be earned for each hour in pay status per pay period up to a maximum of 8.920 hours (80 hours or more in pay status). This approximates 29 days per year. However, a full-time employee shall not be eligible to receive payment for personal leave days until after the first six (6) months of employment, except as outlined in Section 2.

(2) In order to recognize longevity of service, employees with more than five (5) years of continuous service shall earn personal leave hours as follows:

Year of Employment	Per Hr. In Pay Status	Max. Hours Earned Per Pay Period	Equivalent Day* Earned Per Year
6th	.1154	9.232	30
7th	.1192	9.536	31
8th	.1231	9.848	32
9th	.1269	10.152	33

10th-15th	.1308	10.464	34
16th	.1346	10.768	35
17th	.1385	11.080	36
18th	.1423	11.384	37
19th	.1462	11.696	38
20th on	.1500	12.000	39

*Calculations are based on 8-hour shifts.

(3) Full-time employees who are assigned to work regularly scheduled ten (10) hour shifts shall earn an additional twenty-two (22) hours of personal leave per year (shorter periods of time will be prorated). Full-time employees who are assigned to work regularly scheduled twelve and a half (12½) hour shifts shall earn an additional thirty-eight point five (38.5) hours of personal leave per year (shorter or longer periods of time will be prorated).

E. Part-time employees shall earn personal leave hours based on actual hours worked:

(1) During the first 10,400 hours (first five (5) full-year equivalents, FTE), 0.1115 hours shall be earned for every hour worked, up to a maximum accrual rate of 8.920 hours. However, part-time employees shall not be eligible to receive payment for personal leave until they have worked at least 1040 hours six (6) month equivalent).

(2) Employees who have worked more than five (5) full-year equivalents shall earn paid personal leave hours as follows:

Hours Worked	Hours Earned Per Hour Worked
10,401-12,480	.1154
12,481-14,560	.1192
14,561-16,640	.1231
16,641-18,720	.1269
18,721-31,200	.1308
31,201-33,280	.1346
33,281-35,360	.1385
35,361-37,440	.1423
37,441-39,520	.1462
39,521 on	.1500

F. Personal leave hours shall be paid at the employee's regular shift rate of pay. Personal leave hours may be accumulated up to a maximum of five hundred (500).

G. Personal leave hours shall be used during the first three (3) consecutive scheduled workdays (to maximum of twenty-four (24) hours) of any spell of illness. After 3 years, 16 hours of personal leave are used for illness and after 10 years, 8 hours of personal leave are used; these personal leave hours shall be defined as unplanned absences. If sufficient personal leave hours are not available to cover a spell of illness; any uncovered portion shall be without pay, until the benefits of the Extended Illness Leave Plan are in effect.

H. (1) Two times per calendar year, employees with less than ten (10) years of continuous service may elect to receive a cash payment for personal leave of no less than forty (40) hours and no more than eighty (80) hours in lieu of or in addition to vacation taken during the calendar year.

(2) Employees with ten (10) or more years of continuous years of service may elect to cash in no less than forty (40) hours and no more than one hundred twenty (120) hours subject to the provisions above.

(3) Request for payment must be submitted to the employee's supervisor during the calendar year.

(4) The Payroll Department will make payment within thirty (30)-days of receipt of request.

Effective the beginning of the first pay period immediately following final ratification and approval by the Board of County Commissioners, paragraph (H) will be replaced by the following new paragraph H:

(1) Employees who have at least 80 hours of unused Personal Leave/Vacation as of the election date (from December 1 through December 21) of any calendar year (the "Election Year") may voluntarily elect to receive cash instead of 40 to 160 hours (for employees with less than 10 years of continuous service) or up to 240 hours (for employees with 10 years or more of continuous service), but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour.

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

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

(4) All elections are irrevocable once made. Employees cannot increase or decrease the number of Personal Leave/Vacation hours they will cash out in the Accrual Year after December 21 of the Election Year.

(5) Payment of cashed-out hours will be made in the last pay period of December of the Accrual Year at the rate of pay at the time of payment. Upon employment separation for any reason before the end of the Accrual Year, all accrued personal leave hours, including hours designated as cash out, shall be paid out in accordance with Section (I) below.

(6) During the accrual year, accrued time shall be allocated on a pro rata basis between cash out and Personal Leave/Vacation time on the same percentage basis as the cash out amount is to the potential maximum accrual. (Example: If an employee elects to cash out 120 hours and is entitled to accrue a maximum of 240 hours in the accrual year, personal leave accruals shall be allocated 50% toward cash out and 50% toward the leave balance.)

(7) Elections to cash out leave must be made on a tax (calendar) year basis.

(8) Employees are solely responsible for assuring appropriate leave balances for their personal needs. An employee will be without pay (out of pay status) if appropriate leave balances or other sources of payment or leave are not applicable.

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

(1) To qualify for a 100% terminal benefit from the personal leave account, a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.

(2) An employee who has been discharged after a minimum of six (6) months of continuous employment shall be paid 100% of terminal benefits.

(3) The terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.

Section 2. Extended Illness Leave Program

In recognition of the employee's need for income protection against extended illness, an extended illness leave plan is established for each permanent employee. The number of hours earned and used by the employee shall be accounted for through the employee's extended illness leave account.

A. To be eligible for payment of extended illness leave, the employee must fulfill the following requirements:

(1) A full-time employee shall have completed six (6) months of full-time employment.

(2) A part-time employee shall have accumulated 1040 hours worked.

(3) An employee shall give timely notice to the appropriate department head, supervisor, or other designee of the inability to report to work due to illness. The department head, supervisor, or other designee shall be kept informed on a daily basis (unless otherwise instructed by the supervisor) of the employee's physical condition and the expected date of return.

(4) A physician's certificate describing the disability and the inability to work may be required before approval will be given for payment of extended illness leave hours.

B. A full-time employee shall accrue 0.024 hours extended illness leave for each hour in pay status per pay period up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.

C. A part-time employee shall accrue 0.024 hours extended illness leave for every hour worked, up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.

D. An unlimited number of days may be accumulated in the extended illness leave account.

E. Extended illness leave shall be paid at the employee's regular shift rate of pay.

F. Payment for extended illness leave for employees with less than three (3) years of service shall begin on the fourth (4) consecutive working day of a spell of illness. The first three (3) consecutive working days to a maximum of twenty-four (24) hours of illness shall be paid out of the personal leave account, if available. The three (3) working days, twenty-four (24) hour deductible will be waived for immediate family critical illness and an employee's illness requiring hospitalization. After three (3) full years of employment, payment for extended illness shall begin on the third (3) consecutive working day or after sixteen (16) hours of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive working day or after eight (8) hours of a spell of illness.

Extended illness payment shall begin on the first scheduled working day of the illness under the following conditions:

(1) Any illness requiring hospitalization, or
(2) Employee is seen in out-patient care center for out-patient surgery, or
(3) Occupational diseases or injuries sustained prior to receiving Workers Compensation, or
(4) Continuing illness when employee attempts to return to work too soon.

G. For critical illness in the immediate family, an employee is entitled to five (5) days paid extended illness leave per leave year.

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

Less than 10 years	-	No Payment
10 yrs. but less than 11 yrs.	-	25%
11 yrs. but less than 12 yrs.	-	30%
12 yrs. but less than 13 yrs.	-	35%
13 yrs. but less than 14 yrs.	-	40%
14 yrs. but less than 15 yrs.	-	45%
15 yrs. but less than 16 yrs.	-	50%
16 yrs. but less than 17 yrs.	-	55%
17 yrs. but less than 18 yrs.	-	60%
18 yrs. but less than 19 yrs.	-	65%
19 yrs. but less than 20 yrs.	-	70%
20 yrs. but less than 21 yrs.	-	75%
21 yrs. but less than 22 yrs.	-	77.5%
22 yrs. but less than 23 yrs.	-	80%
23 yrs. but less than 24 yrs.	-	82.5%
24 yrs. but less than 25 yrs.	-	85%
25 yrs. but less than 26 yrs.	-	87.5%
26 yrs. but less than 27 yrs.	-	90%
27 yrs. but less than 28 yrs.	-	92.5%
28 yrs. but less than 29 yrs.	-	95%
29 yrs. but less than 30 yrs.	-	97.5%

Employees who retire after 30 years of full-time PHT/County employment, will be eligible to receive 100% payment of their full balance of accrued extended illness leave. Such payment will be made at the employee's current rate of pay at the time of retirement, excluding any shift differential and will not be subject to any maximum number of hours.

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 forty (40) 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 eighty (80) 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 eighty (80) 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 forty (40) hours of vacation each calendar year.

7) Employees whose forms are not returned by November 1st will have vacation scheduled for the upcoming year on the "first come, first served" basis mentioned above.

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 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.

Section 4. Holiday Requests

Holiday scheduling shall be done in a fair, equitable manner on a rotational basis.

Section 5. Leave Without Pay

A. Permanent employees, with the approval of their department head, may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness or disability, to engage in a course of study or other good and sufficient reason which is considered in the best interest of County service.

B. Employees may be granted leave under this section to serve as full-time representatives of the Union or to enable them to take appointments in the exempt service.

C. A leave of absence without pay for religious holidays may be granted by the department head.

D. All requests for extensions of leaves without pay beyond one (1) year must be approved or disapproved by the department head and the director of Human Resources.

E. Employees will be allowed to maintain forty (40) hours in their personal leave bank while on approved leave without pay.

Section 6. Funeral Leave

Full-time employees who have completed nine (9) pay periods of County/PHT service will be granted three (3) days of emergency funeral leave with pay in the event of a death in the immediate family, provided that the employee actually attends the funeral. Immediate family is defined as the employee's spouse, and employee's or spouse's children, mother, father, sister, brother, grandfather or grandmother, son-in-law, daughter-in-law, or upon proof of any person in the general family whose ties would be normally considered immediate and living within the same household. For the purposes of this section "spouse" shall be understood to include a significant other living within the same household. Funeral leave shall have no relationship to travel time or qualified use of any other leave time that may be due or useable by the employee. Funeral leave shall be used for the purpose of bereavement.

Section 7. Military Leave

The Employer is governed by Federal and State law concerning military leave and all employees represented by this contract shall receive the benefits of such laws.

Section 8. Voting

The Employer agrees to allow each employee who meets the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production; however, the Employer shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

CONDITIONS

A. The employee must be a registered voter; and

B. Must be scheduled for a shift of at least eight (8) hours duration on Election Day; and

C. More than one-half (½) of the hours of the scheduled shift must be between 7:00 A.M. and 7:00 P.M. on Election Day.

Section 9. Jury Duty

Employees who are called to serve on jury duty or to testify as witnesses under subpoena will be excused from work and will be paid their regular salary for the duration of this service. To be excused, employees should present official notice of jury duty or subpoena to their immediate supervisor.

An employee who is subpoenaed by a private party to a suit and testifies while being excused from duty with pay may accept a witness fee, but must turn it over to the hospital properly endorsed. However, jury fees shall be retained by the employee.

Section 10. Leaves for Union Business

A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted to up to one (1) bargaining unit employee in order to accept full-time positions with the Union. The Union shall make written application for such leaves thirty (30) days in advance, and may not make application for more than one (1) employee from any one (1) unit during the same period. Employees granted such leaves shall continue to accrue bargaining unit seniority during the term of their leave. Employees returning before or at three (3) months shall return to their former unit and position. After three (3) but within twelve (12) months, employees shall return to a comparable position.

B. Leaves of absence without pay for periods not to exceed one (1) week shall be granted to Union Representatives to attend Union functions. The total number of person-weeks allowable under this paragraph shall not exceed ten (10) weeks per year. The Union shall make written application for such leaves sixty (60) days in advance. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position.

C. Leaves of absence/release time with pay shall be granted to Union Representatives to perform Union roles and responsibilities. The total amount of this leave shall not exceed fifty (50) days. Employees granted such leave shall continue to accrue bargaining unit seniority and, upon return, shall return to their former unit and position. Leaves granted under this paragraph shall be counted as time worked for the purpose of calculating overtime pay.

ARTICLE XIV - EMPLOYMENT PRACTICES

Section 1. Probationary Periods

The first six (6) months of full-time continuous employment shall be the probationary period. After successful completion of the probationary period, the employee shall be considered a permanent employee unless specifically advised by the Employer. The Employer retains the right to terminate probationary employees without notice or pay in lieu of notice. Probationary employees are not required to give notice of intention to terminate. Probationary employees are, however, requested to give two (2) weeks notice. The probationary period may be extended at the option of the Employer provided that the total probationary period may not exceed one (1) year, and the employee has agreed to the extension. The employee's agreement shall be in writing.

Section 2. Rest Periods, Meals, and Lounge Areas

Every effort shall be made to provide two (2) fifteen (15) minute rest periods within the eight (8) hour work schedule. At the discretion of the supervisor and in accordance with Section 300, Code 312 of the Policy and Procedure Manual, two fifteen (15) minute breaks may be taken in conjunction with the midshift meal. Present lounge space will be maintained and the Employer agrees to provide adequate lounge space, and to make every effort to provide equivalent lounge space in all new facilities.

Section 3. Work in Higher Classification

Any employee who is assigned the duties of a higher position will receive a one step increase above his/her regular hourly rate for each shift and any continuous hours worked in the higher classification. Employees regularly assigned as lead workers shall receive a one-step increase in accordance with the practice in existence at the time this contract is ratified.

Any employee temporarily assigned to fill in for the duties of a supervisor shall receive a two step increase above his/her regular rate of pay for the entire period that he/she works in that status.

No employee temporarily appointed to any acting position or who works out of classification will lose shift differential.

Section 4. Classification Appeal

A. Whenever an employee feels there is just cause to appeal a classification, the employee may apply for a review of the classification in writing to the immediate supervisor.

B. Such a request, including a job description prepared by the employee shall be forwarded to the Division Director/Administrator by the employee's supervisor.

C. Within fifteen (15) working days of receipt of request, a meeting will be convened between the Senior Vice President of Patient Care Services and/or designee and the Employee and his/her representative.

D. Within thirty (30) working days of such receipt for request of reclassification, the Senior Vice President of Patient Care Services and/or designee shall render a decision.

E. If the employee is not satisfied with the decision; the employee may within ten (10) working days request a hearing by the director of Human Resources. At the hearing, the employee may be accompanied by a representative of the employee's choosing and may produce any documents and evidence to support the claim for reclassification. The director of Human Resources will explain the basis for the decision in the event the request is denied. The director of Human Resources shall hold such hearing within thirty (30) days of request.

F. The Director of Human Resource's decision shall be rendered within thirty (30) days and shall be final subject to review by the President of the Public Health Trust. In the event the request for reclassification is upheld, the employee shall receive appropriate compensation beginning with the pay period that the original request was initiated in writing. For purposes of this article, employees relieving for vacation, short-term illness and emergency leaves of absence will not be eligible to apply for reclassification.

Section 5. Employee's File

No evaluation, Record of Counseling, PAM, reprimand or disciplinary action notification, or any record of formal or informal counseling, shall be considered to be part of an employee's official record unless the employee has been offered or given a copy and has been afforded the opportunity to sign the document or to add the employee's written disagreement to it.

Upon prior request, employees shall have access to their personnel files. Nothing will be placed in an employee's file without knowledge of the employee. Employees shall have the right to attach written comments to items in their file and these comments shall become part of the official record. Employees may obtain one (1) copy of any item(s) in their file.

Employees who request in writing to be notified by the Personnel Administrator when anyone other than a County or PHT employee has received access to their file shall be so informed.

Section 6. Evaluation of Work Performance

A. Each employee will receive an evaluation of the employee's work performance at the end of the first six (6) months of employment, and at least annually thereafter. Regular part-time employees will receive a yearly performance evaluation.

B. The evaluators are ones who make frequent observations of the employee's performance and share responsibility for the employee's professional growth and development.

C. The evaluator, oriented to the purpose and method of evaluation, will be the immediate supervisor of the employee being evaluated.

D. The evaluator discusses the evaluation in conference with the employee who has the right to make written comments on the form. A copy of the completed evaluation, signed and dated by both parties, is given to the employee after it has been reviewed by the Department Director or designee.

E. If the evaluation is less than satisfactory, the employee shall be offered advice and counsel on how to improve performance and may be reevaluated within ninety (90) days.

F. A permanent employee who receives a performance rating which is below standards may appeal the evaluation, in accordance with the grievance and arbitration procedure provided under Articles VII and VIII of the Agreement.

G. An employee's step increase shall not be delayed beyond the employee's anniversary date if a supervisor does not complete the evaluation in a timely manner.

H. If an employee's supervisor is not a similar medical professional, the Senior Vice President of Patient Services or designee may designate a Professional as an appropriate medical professional to serve as the reviewer of the evaluation. The appointed reviewer shall discuss the evaluation with the employee being evaluated before signing off.

Section 7. Promotions

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. All promotions will involve a minimum increase of one (1) step.

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

D. Permanent status employees who are promoted and fail to successfully complete their 6 six month trial period 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.

Section 8. Longevity Bonus

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

(1) Upon completion of 15 years of full-time continuous County Service, 1.5% bonus payment of base salary.
Upon completion of 16 years of full-time continuous County Service, 1.6% bonus payment of base salary.
Upon completion of 17 years of full-time continuous County Service, 1.7% bonus payment of base salary.
Upon completion of 18 years of full-time continuous County Service, 1.8% bonus payment of base salary.
Upon completion of 19 years of full-time continuous County Service, 1.9% bonus payment of base salary.

(2) Upon completion of 20 years of full-time continuous County Service, 2.0% bonus payment of base salary.
Upon completion of 21 years of full-time continuous County Service, 2.1% bonus payment of base salary.
Upon completion of 22 years of full-time continuous County Service, 2.2% bonus payment of base salary.
Upon completion of 23 years of full-time continuous County Service, 2.3% bonus payment of base salary.
Upon completion of 24 years of full-time continuous County Service, 2.4% bonus payment of base salary.

(3) Upon completion of 25 years of full-time continuous County Service, 2.5% bonus payment of base salary.
Upon completion of 26 years of full-time continuous County Service, 2.6% bonus payment of base salary.
Upon completion of 27 years of full-time continuous County Service, 2.7% bonus payment of base salary.
Upon completion of 28 years of full-time continuous County Service, 2.8% bonus payment of base salary.
Upon completion of 29 years of full-time continuous County Service, 2.9% bonus payment of base salary.
Upon completion of 30 years or more of full-time continuous County Service, 3.0% bonus payment of base salary.

The minimum amount of payment will be $350.00.

Section 9. Educational Bonus-Certifications

All full time unit employees with Certifications in their current area of discipline shall receive two hundred fifty dollars ($250.00) upon receipt of the certification or upon recertification. One time

certifications shall be compensated for any employee who holds or attains such certification. These bonuses are not compounded in any one year, and eligible employees will receive only the higher bonus to which they are entitled. Employees who currently have certifications shall receive the bonus upon ratification.

All bonuses and payments for certifications are payable upon completion of the initial probationary period.

Section 10. Reference Books and Periodicals

A. To assure a high quality of care, each division and/or each agency where employees perform duties, will have a designated area for reference books and current periodicals, relating to care given in the area or agency.

B. Employees shall have access to the University of Miami Calder Library for reference books and periodicals. With prior approval from the employee's supervisor, the Employer agrees to pay for Medline and copying service charges incurred by the employee.

C. Employees should submit their requests for certain books and publications for their use. Each agency or division will have a minimum of two (2) professional periodicals per bargaining unit. These will be available to employees on all tours of duty.

Section 11. Parking Facilities

The Employer will make every effort to provide adequate security in all parking facilities owned by the PHT especially during changes of shifts.

Employees are encouraged to call Security at night for escort to and from the parking structures.

The Employer will provide one (1) month free parking for all employees whose cars are vandalized or stolen.

Section 12. New Equipment and Procedures

In-service training regarding new equipment or procedures and training required by a licensing agency will be provided in all areas on all tours of duty.

Section 13. Drug Discount

Employees may purchase drugs at the pharmacy at a rate of cost plus 10%. A surcharge of one dollar ($1.00) will be added for each visit to the pharmacy for prescriptions for one (1) person.

Section 14. Tuition Reimbursement

All eligible full time bargaining unit employees employed by the Employer will receive one hundred per cent (100%) tuition reimbursement in accordance with the established policies and procedures maintained by the Employer. This reimbursement may be used for continuing education, seminars, conferences and/or certification modules, providing it is approved in advance by the Department of Education and Development.

All eligible regular part-time bargaining unit employees will receive 50% tuition reimbursement in accordance with the established policies and procedures maintained by the Employer.

Section 15. Job Specification Language

A. No employee covered by this agreement shall be required to do work outside his/her classification, except under emergency conditions as declared by the President of the PHT, County Manager or their authorized representatives.

B. The Union shall have a representative on the Performance Standards Committee. Whenever there is a proposed change in the job specification or title of a class within this Bargaining Unit from this Committee, the Employer shall notify the Union of the proposed changes in job duties. The Union shall receive a copy of the current job specification and the proposed job specification.

C. Upon notification, the Union may request to meet and negotiate over the impact of such changes on unit employees as provided in Article V, Section 2.

D. Proposed changes shall be publicized among employees.

It is understood by the parties that the duties enumerated in job specifications are not always specifically described and are to be construed liberally.

It is understood by the parties that the duties to be added in the proposed change in the job specification shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the Employer other than the addition of new duties, shall be reasonable under the circumstances. The Union may make proposals to the director of Human Resources. The decision of the director of Human Resources shall be final, subject to review by the President of the PHT.

Section 16. Rubella and Hepatitis-B Vaccine

Rubella and Hepatitis-B vaccine will be offered to all employees as part of pre-employment physical as well as to those employees currently employed. Appropriate titers will be drawn as necessary.

Section 17. Injuries, Rehabilitation and Reorientation

A. Consistent with PHT and County policies, if an employee is injured while on duty, the Employer will make every effort to assist the employee in making application for worker's compensation. In the event the injury is of a nature which will inhibit his/her ability to perform his/her duties, the Employer will make every effort to rehabilitate and reorient the employee to perform duties of a different nature.

B. Eligible bargaining unit employees shall be entitled to eighty percent (80%) short term disability leave benefits in accordance with coverage provided under the Miami-Dade County Code (Section 2-56.27.1).

Section 18. Child Care/Elderly Care

The parties agree that the provisions of quality, non-profit care facilities on site can have a beneficial impact on employee morale, absenteeism and turnover. Therefore, it is agreed that, if either party requests it during the six months prior to the expiration of this Agreement, the parties

shall establish a joint Care Committee to study the feasibility of on-site care centers, including their costs and the degree of employee interest. The Committee shall present its findings and any recommendations to both parties at least sixty (60) days prior to the expiration of this Agreement.

Section 19. Scope of Practice

It is agreed that, except in emergency situations, employees will not be expected to routinely perform duties outside the general scope of their clinical practice. Consistent short staffing, whether of Professionals or of support personnel, shall not be considered as emergency situations. The Employer agrees to make a good faith effort to minimize non-clinical duties and to identify and reduce such duties.

Section 20. Clinical Social Worker Licensure Exam

Effective upon ratification, the PHT agrees to pay the cost of the Clinical Social Worker Licensure Exam and pre-exam registration upon successfully passing the exam.

ARTICLE XV- VACANCIES, TRANSFERS, REASSIGNMENTS, UNIT MERGERS AND FILLING VACANCIES

Section 1. Shift Transfers, Posting and Filling of Vacancies and Reassignments.

A. Shift Transfers. Recognizing that access to preferred shifts by employees can make an important contribution to employee morale and retention, the parties agree that all available shifts shall be made available to employees within the unit by unit seniority.

B. Posting of Vacancies. All unit available vacancies shall be posted in the unit and concurrently throughout all PHT facilities. If employees under paragraph A do not express interest in the vacancy within the first fourteen (14) days of posting, the vacancy shall continue to be posted on bulletin boards located throughout PHT facilities until a job offer is made by recruitment services. With written notice to the Union, the Employer may offer employment to an employee prior to the end of the fourteen (14) day posting period, provided that:

1. More than one (1) vacancy exists in the unit.
2. Priority for shift selection under A above is maintained.

Recruitment Services is responsible for posting all vacancies for which a personnel requisition has been submitted.

C. Filling of Vacancies. During this posting period, current employees with the necessary qualifications will be given preference over outside applicants. When skill, competency and ability are considered substantially equal in the judgment of the Employer, seniority shall be the deciding consideration in filling vacancies. All employees who apply for a posted vacancy shall be advised of the vacancy status as soon as practical. An employee's current salary will not be a determining factor when considering employees for transfer.

D. There will be no less than two (2) nor more than three (3) weeks notice to the department from which an employee is transferred. In the event that the position being vacated is critical to the operation of the unit, the employee may be retained until such time as the employee is replaced, but for no more than sixty (60) days. However, for pay purposes, transfers will be effective at the beginning of the pay period following acceptance.

E. An employee returning to a previous permanent-status classification within one (1) month will be transferred to the employee's previous position and department unless the position has been abolished or has been filled by another employee with permanent status in the classification for that position. In the event the former position is not available, the returning employee will be offered a vacant position in that classification or will replace a probationary/trial employee in that classification.

F. If it becomes necessary to reduce FTE's in a unit, the hospital will first seek volunteers in a unit. If there is an insufficient number of volunteers, affected employees will be reassigned in inverse order of hospital-wide seniority in the classification, consistent with the reassignment procedure in Appendix D, Reassignment Procedure.

Section 2. Unit Mergers

When one or more units are merged, the following procedure will be utilized:

(A) The unit seniority of all affected employees shall be maintained and merged into one new unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon this merged seniority.

(B) In the event that a unit merger necessitates the elimination of any positions, the reassignment procedure will be followed and, unless there are volunteers, the employee with the least hospital-wide seniority in the affected classification of the new merged unit will be reassigned and/or offered the opportunity to voluntarily demote.

ARTICLE XVI - ORIENTATION AND CROSS-TRAINING

For purposes of administering the parties' orientation and cross-training programs, the term "new employee orientation" shall mean the instruction provided to new employees upon hiring, "incumbent orientation" shall mean an instruction program of twenty-four (24) hours or less, and the term "cross-training" shall mean an instruction program of more than twenty-four (24) hours.

Section 1. Orientation

A. The Employer agrees to continue the new employee orientation program for employees upon initial hire. An employee shall not be expected to work in an area of practice to which the employee has not been oriented/cross-trained except in emergency circumstances.

B. An employee who is new to a unit but not to the Hospital will receive orientation to that unit and to the employee's job responsibilities within it. If an employee is expected to work in more than one unit, the employee will be appropriately oriented to each unit.

C. An incumbent employee's orientation for a new unit may be extended up to thirty-six (36) hours if the employee has not yet completed instruction on all of the items on an orientation checklist.

D. No employee shall be required to take more than two (2) "incumbent orientations" during any twelve (12) month period without entering a formal cross-training program.

E. Orientation shall be offered and floating distributed on a non-discriminatory basis.

Section 2. Cross-training

A. When an employee is cross-trained, an initial assessment of competence will be done and an organized, documented training program, using tools such as checklists, will be provided in order to ensure the safe delivery of quality patient care. The employee and the person responsible for the cross-training shall mutually acknowledge in writing when the cross-training has been successfully completed. Attainment and maintenance of necessary skills and competency needed to practice in the intended unit will be documented.

B. When cross-training programs are available or necessary, the employer will first seek volunteers. Selection from volunteers shall be made by seniority. If there are insufficient volunteers to meet departmental needs, employees shall be assigned in inverse order of seniority. Volunteers must meet licensure requirements of the position. The Employer agrees to make cross-training programs and opportunities available to employees in the same classification and same department on an equitable basis.

ARTICLE XVII - LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

Section 1. Procedure

A. Layoff, defined, is the separation of an employee for lack of work or funds as determined by the Employer; or due to the reductions in or the contracting out of services, without fault or delinquency on the employee's part.

In the event of a layoff, employees will be laid-off and recalled in accordance with the procedures established herein.

B. The procedure will apply to full and regular part-time bargaining unit employees in the statuses of permanent, substitute, and probationary. Exempt employees shall be covered by this procedure. Seniority points will be calculated for each affected employee. In calculating seniority points one (1) point will be assigned for each month of full-time service, one-half (0.5) point will be assigned for each month of part-time service. Points for months of service are simply totaled with the final number being the retention score.

All time spent on military leave of absence will be included in calculating seniority points. Seniority credit will be given to an employee who has volunteered for military service during peacetime (not eligible for military leave of absence), provided the employee is re-employed within ninety days of release from military service. Seniority credit will be given for the service time prior to and during the military service.

Qualified veterans will receive veterans' preference points equal to 5% of the highest seniority score. These points are added to the veteran's seniority score.

C. The Employer will make every effort to give sixty (60) days notice to the Union of any decision to layoff unit members. No less than 21 days written notice will be given to bargaining unit members who were laid off or demoted. A copy of such notice will be simultaneously sent to the Union.

D. Layoffs will be done in inverse order of seniority by classification. Employees in the statuses of temporary relief and on-call pool will be terminated prior to any full-time or regular part-time employee in the bargaining unit being impacted by lay-off.

E. Full-time employees will automatically bump into any classification in which they previously held permanent status. Employees in grant funded positions will only be eligible to bump in their same area of discipline within their same grant area. However, this does not affect the right of an employee to otherwise bump into any position and/or classification in which they held permanent status.

F. During the twenty-one (21) day notice period, employees who have been bumped shall be given five (5) calendar days to select by hospital-wide seniority a reassignment to a vacant position in their discipline. The Union will be responsible for facilitating this process.

G. Part-time employees can only bump within their classification within their specific discipline. It is understood that in a layoff, part-time employees may be required to move to full-time status in order to exercise bumping rights. Reasonable efforts will be made to ensure that part-time employees may continue in part-time status. Full-time employees shall not be required to accept part-time positions.

H. All time served in the higher classification will be credited as time served in lower classifications within their specific discipline. Bargaining unit employees who previously held permanent status in classifications outside of this bargaining unit will be subject to the applicable layoff procedures of the classification to which they are displaced.

I. For purposes of layoff only:

1. Time served as a I will count towards time as a II in the specific discipline. Time served in these classifications in pool status will not be considered.

2. No bargaining unit employee shall be laid-off in lieu of maintaining a full-time equivalent traveler, agency or pool employee in the specific discipline. Following a lay-off, pool and agency employees may be used during the necessary transition time specifically to cover for orientation and cross-training that may be required as a result of lay-off.

J. Employees who have been displaced will be given priority consideration for other opportunities in their specific discipline.

K. The County and PHT agree that County employees cannot bump bargaining unit employees working for the PHT nor can PHT Bargaining Unit employees bump County Bargaining Unit employees.

Section 2. Recall

A. Employees will be recalled in inverse order of layoff. Employees that have been laid-off will have recall rights to vacancies in their previously held position for a period of two (2) years from the date of layoff.

B. The Union will be notified of all employees on recall lists and vacancies, as offered and accepted.

ARTICLE XVIII - CONTRACTING OUT

If the PHT solicits bids or proposals from the public to contract out services currently being performed by members of the bargaining unit, the PHT will notify the union. Notice of the solicitation will be provided as soon as practicable but in no event later than members of the general public are notified. If the County Commission solicits bids or proposals from the public to contract out services currently being performed by members of the bargaining unit, the PHT will provide the Union with notice as soon as it receives notice of the County Commission's solicitation.

Upon request by the Union, the PHT shall make available for inspection any and all documents publicly available relating to the services contemplated for contracting out, prior to action being taken by the Employer to accomplish the contracting out.

ARTICLE XIX - GROUP INSURANCE

A. The County's and PHT's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.

B. The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the qualified Health Maintenance Organization.

C. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the Internal Revenue Code.

   1. The PHT will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO.

   2. The County/PHT will continue to provide an annual $1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for County/PHT employees eligible for group health insurance or the Flexible Benefits Plan.

   3. All employees enrolled in the County/PHT's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

D. The Union will have the option, in accordance with the specific terms and conditions contained in Appendix C which is attached hereto and made a part hereof by reference, to offer bargaining unit employees a Union-sponsored health insurance plan.

ARTICLE XX - EMPLOYEE REPRESENTATION ON COMMITTEES

A. The parties are jointly committed to the principle of employee participation in all standing and special committees which discuss and recommend action which affects delivery of quality care or the conditions under which employees work.

B. To this end, bargaining unit employees will be included as full members of all such committees. The number of employees irregardless of the bargaining unit of the employee included on any particular committee, where not separately specified elsewhere in this Agreement, shall be my mutual agreement between the parties.

C. The selection of the individual employees to serve on each committee shall in all cases be at the discretion of the Union, which shall inform the Employer in writing of the names selected. Whenever more than one (1) employee is to be included on a committee and the committee composition is not separately specified elsewhere in this Agreement, the Union will endeavor to select committee employees who are interested in the work of the Committee from different areas, shifts, etc. of the bargaining unit.

D. Existing committees covered by this Article include, but are not limited to:

(1) Joint Labor-Management Committees

a. Employee-Management Conference Committee

The Employer jointly with the elected representatives of the Union, shall establish a conference committee to assist in solving mutual personnel and other employee-management problems not involving grievances.

The purpose of the committee is to foster improved relations between the Employer and the Union.

b. Joint Health and Safety Committee

The purpose of the committee is to identify and investigate health and safety hazards and make recommendations on preventive measures. Additionally, the committee will assist in monitoring all ongoing health and safety programs to assure their effectiveness in preventing hazardous working conditions. Investigation and monitoring may include work site inspections as requested by the union.

The committee shall have the authority to make recommendations to correct health and safety hazards. The committee may research and make recommendations for safer substitutes or modifications to the new equipment, medical treatments and/or processes to the Product Review Analysis Committee.

The Employer shall provide the committee on a quarterly basis with data containing the vital information on all work related injuries and illnesses, including but not limited to injury-on-duty quarterly reports which will include needle stick and sharps injuries.

c. Other Labor Management Committees, As Established

The Union and Employer agree to jointly establish Professional Bargaining Unit Labor Management Committees to meet on an "as needed" basis whenever the Union requests the Committee to meet by making a written request to the Labor Relations Manager. Such written request shall contain a list of the topics to be addressed at the Committee meeting.

(2) Other Hospital/Medical Staff Committees

a. Affirmative Action Committee
b. Employee Assistance Program Committee
c. Bio-Ethics Committee

d. Health & Safety Committee
e. I.C.U. Committee/Critical Care Committee
f. Infection Control Committee
g. Health Information Management Committee
h. Pharmacy & Therapeutics Committee
i. Product Review & Analysis Committee

(3) Matters Eliminated From Discussion

The following shall not be discussed by the above listed committees, without mutual consent, unless they are raised in the context of defining a more general problem within the purpose of the Committee:

A. Pending grievances or items properly handled under the grievance procedure.

B. Individual disciplinary actions and individual performance evaluations.

C. Matters or processes for which they are established joint committees or procedures.

It is recognized that the Committees will not be used for continuing negotiations.

ARTICLE XXI - SAFETY AND HEALTH

Section 1. General Recognition

It is the responsibility of the Employer to provide safe and healthy working conditions in all present and future installations and to enforce safe working practices.

Nothing in this Agreement shall imply that the Union has undertaken or assumed any legal liability to provide a safe workplace.

Section 2. Joint Health and Safety Committee

A. Purpose

The purpose of the committee is to identify and investigate health and safety hazards and make recommendations on preventive measures. Additionally, the committee will assist in monitoring all ongoing health and safety programs to assure their effectiveness in preventing hazardous working conditions. Investigation and monitoring may include work site inspections as requested by the Union. The committee shall have the authority to make recommendations to correct health and health and safety hazards. The committee may research and make recommendations for safer substitutes or modifications to the new equipment, medical treatments and/or processes to the Product Review Analysis Committee. The Employer shall provide the Committee on a quarterly basis with data containing the vital information on all work related injuries and illnesses, including but not limited to injury-on-duty quarterly reports which will include needle stick and sharps injuries.

B. Establishment

The Employer will continue to comply with applicable federal, state, and county laws and regulations pertaining to occupational safety and health. To this end, any unsafe conditions reported by employees will receive priority corrected action by management.

If an employee believes a task or area is hazardous or unsafe she will inform her immediate supervisor. If the employee and supervisor do not agree, the employee will have direct access to the Management personnel on that shift who has been designated by the Employer to resolve possible imminent danger hazards. The decision of this designated Management personnel shall be final. Every reasonable effort will be made to remedy such conditions as soon as possible.

C. Make-up of the Committee

The committee shall be composed of eighteen (18) members. Nine (9) may be designated by the Employer. Nine (9) may be designated by the Union, with no more than one per patient care unit. The Committee will be co-chaired by Union and Management.

D. Meetings and Agenda

The Committee shall meet at least monthly and at other times when either side feels that there is a health and safety issue that requires immediate attention from the Committee. Each party will submit to the Chair for that meeting an agenda of topics to be discussed at least five (5) days prior to the regularly scheduled meetings. Either side may place any safety and health issue on the agenda.

Section 3. New Practices and Procedures

The Employer will inform the Union as soon as possible of the planned implementation of any new equipment, medical treatment and/or processes. Employees who are affected by any new equipment, medical treatment and/or processes shall be provided, prior to implementation, with the strongest feasible protection from hazards including but not limited to engineering controls, personal protective equipment, safer substitutes, and proper education and training.

Section 4. Protection from Respiratory Hazards and Infectious Diseases

A. Infectious Diseases

The Employer shall provide the strongest feasible protection to employees from occupational transmission of bloodborne and airborne infectious diseases, including but not limited to Tuberculosis and HIV/AIDS, through the use of engineering controls, work practice controls, personal protective equipment, training and education and the development of a comprehensive bloodborne and airborne infectious disease program.

B. Asbestos

The Employer shall inform all employees about all known materials that contain asbestos in their work areas. The Employer shall notify all employees of asbestos removal in work areas where asbestos removal is scheduled to take place; supply copies of asbestos air monitoring for that area; and ensure the strongest feasible protection is provided to employees in the area where removal procedures are being performed.

The Employer shall provide a contact person and phone number for questions regarding asbestos-containing materials and to report any damage to asbestos-containing materials. The Employer must post the name and number of the contact person throughout the hospital.

Section 5. On the Job Assault

The Employer has a responsibility to take all reasonably practical steps to protect employees from physical assault on the job. No employee shall be disciplined for using reasonable measures to protect himself/herself from assault. The Health and Safety Committee shall make recommendations on policies to prevent on the job physical assault, manage violent situations and provide support to workers who have experienced or face on the job assault.

Section 6. Security

The Employer will provide secure, limited access to all PHT facilities to protect bargaining unit employees and patients. Ongoing issues of security shall be addressed in the Health and Safety Committee.

Section 7. Safe Patient Handling and Minimal Lift Team

Consistent with the hospital's commitment to provide a safe and healthy workplace for employees and to ensure the highest quality care, the parties agree to make every effort to develop a safe patient handling and minimal lift plan within 120 days after ratification of this contract.

The parties agree to form a multi-disciplinary team to develop the plan. The team shall consist of equal members of direct care providers and Employer representatives and others as necessary to develop an effective plan.

The team will present the final recommendations to the Union and the hospital.

The leadership of the hospital will have the final approval of all recommendations.

ARTICLE XXII - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

A. It is understood and agreed that the Employer possesses the sole right, duty and responsibility for operation of Employer facilities, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement.

B. These rights include, but are not limited to the following:

(1) Determine the missions and objectives of the Employer;

(2) Determine the methods, means and number of personnel needed to carry out Employer responsibilities;

(3) Take such actions as may be necessary to carry out services during emergencies declared by the Employer;

(4) Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce their hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;

(5) Discipline or discharge employees for just cause in accordance with applicable section of the Miami-Dade County Code and the personnel rules of the Employer including the right to make reasonable rules and regulations for the purpose of

efficiency, safe practices and discipline. The Employer will inform the Union of any changes in the existing rules and regulations before such changes are made effective;

(6) Schedule operations and shifts;

(7) Introduce new or improved methods, operations or facilities;

(8) Hire, promote, transfer or assign employees;

(9) Schedule overtime work as required;

(10) Contract out for goods and services;

(11) Establish health care policy and determine relationships between the Employer and governmental, educational and community agencies.

C. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to the subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereto, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements and undertakings oral and written, express or implied, or practices, between the Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE XXIII - TOXICOLOGY AND ALCOHOL TESTING

The Employer and the Union recognize that employee substance and alcohol abuse can have an adverse impact on Miami-Dade County government, the PHT's operations, the image of employees and the general health, welfare and safety of the employees, and the general public.

The Employer shall have authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Trust agrees that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable grounds to suspect that the employee is under the influence of such substances, suffers from substances or alcohol abuse, or is in violation of the Personnel Rules or Departmental Rules and Regulations regarding the use of such substances. Employees reasonably believed to suffer from substance abuse may be referred, at the department's discretion, to the Employee Assistance Program. An employee who voluntarily seeks assistance for substance abuse may not be disciplined for seeking assistance. However, voluntary participation in a substance abuse program shall not preclude discipline for the employee should job performance or employee conduct issues arise.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by a division director, or higher authority within the department to ensure proper compliance with the terms of this article. An employee, who is to be tested in accordance with the provisions of this article, will be permitted to make a phone call to the Union. This phone call shall not prevent, inhibit, or unreasonably delay the testing of such employee.

The results of such test or the employees' refusal to submit to toxicology or alcohol testing as provided for in this article, can result in appropriate disciplinary action in accordance with the applicable provision of the County Code, the Personnel Rules, Departmental Rules and Regulations and this Collective Bargaining Agreement.

The parties agree that toxicology and alcohol testing are an acceptable part of regularly scheduled Employer required physical examinations.

ARTICLE XXIV - PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

A department director or their authorized representative(s) shall have the authority to require employees that have been determined, through reasonable suspicion, by the Department to possibly suffer from a physical, psychological or psychiatric impairment which may prevent the employee from satisfactorily performing the complete duties and responsibilities of his/her position, to submit to a physical, medical, psychological, or psychiatric examination deemed necessary for purposes of determining the employee's fitness to perform the complete duties and responsibilities of his/her position.

Such examinations will be performed by a physician approved and appointed by the Employer. The results of such examination(s) shall be promptly furnished to the concerned department director or their authorized representative. The results of the applicable information submitted by the examining physician to the Employer should be limited to information that is pertinent to the issues of the employee's ability to perform the duties and responsibilities of his/her position.

Based upon the results of such examinations, and other relevant information, the department director may place the employee on either paid or unpaid compulsory leave in accordance with the provision of the Leave Manual until such time as the department is satisfied that the employee can return to work. The department may require the employee or attending physician to furnish additional pertinent medical reports or information deemed necessary while the employee is on compulsory leave. The period of compulsory leave shall not exceed one (1) year. Should the condition be corrected and so certified by the attending physician or psychologist, the employee may petition the Department for reinstatement. If the employee's petition for reinstatement is denied by the department, disciplinary action must be initiated by the department in accordance with the Personnel Rules. Nothing in the provision of this article shall prevent the concerned department from administering appropriate disciplinary action in accordance with the Personnel Rules and this Collective Bargaining Agreement.

ARTICLE XXV - ASSIGNABILITY OF CONTRACT

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns for the full term of this Agreement. The parties agree that the terms and obligations herein contained shall not be affected, modified, altered or changed in any respect by the transfer or assignment by the Employer of any or all of its property, control, ownership or management or by any change in the legal status of the Employer or any part thereof.

ARTICLE XXVI - MISCELLANEOUS

Should any part of this Agreement or any portion herein contained be rendered illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions

rendered or declared illegal or invalid. The remaining parts and provisions of this agreement shall remain in full force and effect.

ARTICLE XXVII - STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, picket lines, slowdowns or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the Employer for the duration of this Agreement. The Union guarantees to support the Employer fully in maintaining operations in every way.

Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, or concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the Employer.

It is recognized by the parties that the Employer and the Union are responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the Employer and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section the Employer shall be entitled to seek and obtain immediate injunctive relief. However, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if it can show that the Union did not instigate, authorize, condone, sanction or ratify such action, and further, that the Union has used every reasonable means to prevent or terminate such action.

ARTICLE XXVIII 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, 2008 and continue to September 30, 2011.

B. Either party may require by written notice to the other no later than June 30, 2011, negotiations concerning modification, amendments, and renewal of this Agreement to be effective October 1, 2011.

ARTICLE XXIX - ENTERPRISE RESOURCE PLANNING REOPENER

The PHT has the right to reopen this Agreement to discuss issues related to the implementation of the Enterprise Resource Planning (ERP) for a new PHT Human Resource (HR) System. The purpose of this reopener is to be able to address changes in the business processes used to perform certain personnel and payroll transactions, in order to adapt to the functional requirements of the new HR system.

SEIU has the right to reopen this Agreement to discuss issues related to personal leave/vacation cashout, Article XII, Section 1H upon implementation of information technology changes.

Such reopener shall be subject to mechanisms of Chapter 447, including impasse procedures.

APPENDIX A`

PUBLIC HEALTH TRUST PROFESSIONAL CLASSIFICATIONS

CLEAN-UP LANGUAGE

APPENDIX A – PUBLIC HEALTH TRUST PROFESSIONAL CLASSIFICATIONS

CLASSIFICATION TITLE	CLASSIFICATION NUMBER
Behavioral Therapist	479
Case Manager	741
Child Life Specialist	465
Clinical Documentation Coordinator	T03
Clinical Hospital Pharmacist	864
Clinical Management Specialist	520
Clinical Pharmacist Specialist	488
Clinical Practice Pharmacist	487
Clinical Psychologist I	461
Clinical Psychologist II	462
Clinical Rehabilitation Services Counselor	448
Clinical Social Worker	455
Community Mental Health Counselor 2	583
Community Mental Health Counselor 3	584
Community Mental Health Counselor 4	585
Community Mental Health Intensive Therapeutic On Site Services Counselor	616
Community Mental Health Team Leader	614
Community House Physician	888
Dietitian I	701
Dietitian II	702
Health Educator	434
Healthcare Infection Control Specialist	524
Hospital Staff Pharmacist	489
Licensed Clinical Social Worker	457
Licensed Mental Health Counselor	450
Managed Care Facilitator	785
Medicaid Specialist	529
Medical Records Practitioner	512
Medical Technologist I	311
Medical Technologist II	312

CLASSIFICATION TITLE	CLASSIFICATION NUMBER
Nuclear Medical Technologist I	361
Nuclear Medical Technologist II	362
Occupational Therapist I	471
Occupational Therapist II	472
Pharmacist I	493
Physical Therapist I	431
Physical Therapist II	432
Physician Assistant	851
Poison Information Specialist	895
Recreation Therapist	417
Sign Language Interpreter	854
Social Worker I	451
Social Worker II	452
Speech & Hearing Clinician	439
Training Specialist I	121
Training Specialist II	122
Vocational Counselor	437

APPENDIX B

REASSIGNMENT PROCEDURE

If it becomes necessary to reduce the FTE's in a unit, the hospital will first seek volunteers in the unit. If there is an insufficient number of volunteers, affected employees will be reassigned in inverse order of hospital-wide seniority in the classification, consistent with the reassignment procedure identified below:

1) Meeting dates will be scheduled with the Sr. Vice President, Patient Care Services, the Department Director, Labor Relations and the Union to discuss the reassignment.

2) Appropriate available positions on the affected list will be frozen.

3) The Employer will notify the Union, in writing, of the affected unit(s); the affected employees by name, hospital-wide seniority date by classification; the appropriate available positions in the affected classification and, the effective date of reassignment.

4) The number of volunteers, in the affected classification(s), accepted from each affected unit(s) will not exceed the number of FTE's being reassigned from that unit. Volunteers from the affected unit(s) will be accepted on a hospital-wide seniority basis in the classification(s), providing licensure requirements for the position are met.

5) The volunteer reassignment process will generally be completed within two weeks of notification to the employee(s). Notification of involuntary reassignments will be completed within 72 hours of completion of the voluntary process.

6) Hospital-wide seniority in the classification(s) will prevail in the selection of the appropriate available positions.

7) The unit seniority of the affected employees shall be maintained and merged into one unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon the merged seniority.

8) This procedure will not be used in the layoff procedure of the collective bargaining agreement.

For purposes of the reassignment procedure, a unit shall be defined as follows:

Lab – Specialty areas (e.g., Micro, CORE, Transfusion)
Social Work – Department
Pharmacy – Central, Satellite and/or Specialty
All other classifications – by class and licensure

APPENDIX C

UNION-SPONSORED INSURANCE PLAN

Local 1991, Service Employees International Union (SEIU), hereinafter referred to as the Union, the Public Health Trust herein after referred to as the Employer, agree that the Union shall have the right to offer employees in the SEIU bargaining unit an optional alternative health insurance plan beginning in January, under the following conditions:

1. Schedule

The offering of any Union-sponsored plan will be made in accordance with the following schedule:

The Employer will provide to the Union a statement specifying the Employer's average cost for health insurance for employees in the bargaining unit, based on the formula:

- Total Projected Cost of Insurance Paid by the Employer on Behalf of Unit Members for
  Total Number of Participating Employees in the Unit

The Union will provide to the Employer, in writing, a statement as to whether it plans to make available a Union-sponsored insurance plan.

The Union will provide to the County a written description of its plan design and the rates it expects to charge employees. This date may be extended up to fifteen (15) days by mutual agreement. If the required information is not supplied by this date or the parties have not mutually agreed to extend the date, it will be assumed that the Union has decided not to offer a Union-sponsored plan, and employees will not be offered such an option.

The Union will provide the Employer with sufficient copies of plan descriptions to distribute to employees. The Employer will make such copies available to unit members in the same manner as copies of plan descriptions for the Employer's own plans are made available. The same date will be used in subsequent years.

The Employer will provide the Union with a reconciled calculation of the rate it will contribute to the Union-sponsored plan based on actual enrollment in the plan, calculated in accordance with the following paragraph.

2. At the beginning of the last pay period immediately prior to the effective date of open enrollment, the Employer will advance to the Union the Employer's portion of the insurance premium attributable to Union Plan enrollment for the first pay period, as calculated below.

3. Calculation of Employer Contribution Rate

(a) The parties understand that this agreement to provide for a Union-sponsored insurance plan is based on the Union's assistance that whatever insurance plan it offers, it will not result in an increase in the amount the Employer spends on insurance for members of this bargaining unit.
(b) To effectuate this purpose, the parties agree that:

1) The Employer's contribution to the Union-sponsored plan will be calculated as follows:

E/es Former Plan (1)	# of Participating E/es Electing Union E/e in (2)	Projected Cost of Plan Per Plan	Projected Cost To Assuming No
	N1	C1	N1 * C1
AvMed	N2	C2	N2 * C2
	N3	C3	N3 * C3
JMH	N4	C4	N4 * C4
	Total Participating E/ees Electing Union Plan		Total Projected Cost for Participating E/es Electing Union Plan

Reconciled Cost Per Participating Employee = (Weighted Average)

Total Projected Cost for Participating E/es Electing Union Plan

Total Participating E/es Participating in Union Plan

1. The insurers are those currently being used by the Employer and are subject to change. The list of insurers is intended to serve as an example of how contributions are to be calculated, not to restrict the Employer's selection of insurers.

2. Cost of plan shall include the Employer contribution for the single member premium plus any amount paid to the employee as an incentive to join the plan, as specified in Article XIX, Group Health Insurance, of the Collective Bargaining Agreement.

3 (b) (1) Continued.

The Employer contribution to the Union-sponsored plan on behalf of each employee electing the Union plan will be equal to the Reconciled Cost Per Employee, paid on a bi-weekly basis and on the same terms as such contributions are made to Employer health insurance plans; provided, however, that the first bi-weekly payment after the advance payment referred to in Paragraph 2 above, shall be equal to the difference, if any, between the amount already paid and any amount still due for that pay period.

(2) Employer's contribution to the Union-sponsored plan on behalf of each employee electing the Union plan will be the Reconciled Cost Per Employee plus an adjustment for inflation in the Employer's cost of health insurance, if any. The inflation adjustment shall be the rate increase in the Employer's insurance cost per employee, but in no event shall the Employer's contribution per employee to the Union-sponsored plan exceed the Employer's contribution to its POS plan per employee.

The Employer's rate increase per employee shall be calculated as follows:

Plan	# of Participating E/es in Bargaining Unit in Plan as of 1999 Open Enrollment		$ Increase Per E/e	$ Increase to County
POS	P1	I1	P1 * I1	
AvMed	P2	I2	P2 * I2	
	P3	I3	P3 * I3	
JMH	P4	I4	P4 * I4	
	_____ Total Participating E/es in Bargaining Unit			_____ Total Increase to County

County Increase per Ee = $\frac{\text{Total Increase}}{\text{Total Participating E/es in Bargaining Unit}}$

(3) The Union shall have the right to decide whether it will offer dental/vision insurance and life insurance in addition to medical insurance. Should the Union decide to offer such insurance, it will notify the Employer of its intent to do so by July 1, of the year preceding the year in which the Union intends to offer such insurance. For example, if the Union wishes to offer life insurance, it will notify the Employer of its intent by July 1, _____.

In calculating the Employer's contribution to the Union-sponsored plan for dental insurance, the same rate formula as for health insurance will be applied. The Employer's contribution to Union-sponsored life insurance plan shall be the same as its per employee contribution to the County's own plan. If the Union offers a dental or life insurance plan, employees electing the Union-sponsored medical plan will automatically be placed in the Union's dental and life insurance plan.

4. Employees will be allowed to switch to a different plan only during open enrollment.

5. The Union will have its plan independently audited annually in a professionally acceptable manner and provide copies of the audit to the Employer on request. The audit shall include complete paid claim information, including Diagnostic Related Groups, separated by total employees and dependents.

6. An employee shall become eligible to begin receiving Employer contributions to the Union-sponsored plan on his or her behalf at the same time and on the same conditions as the employee would be eligible to receive contributions to an Employer-sponsored plan.

7. The parties understand that nothing in this Exhibit prohibits the Union from establishing or participating in a Health Trust Fund which may include two or more local bargaining units. In the event the Association does decide to establish or participate in such a Trust Fund, it will assume all responsibility for ensuring that the Trust is established and operated in accordance with all applicable federal, state, and local laws and regulations.