Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2008

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

Agenda Item No. 10(A)(2)

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 Registered Nurses, 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)(2)

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)(2)
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 REGISTERED NURSES, 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 Registered Nurses, 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	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

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 Registered Nurses, 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 Registered Nurses, 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 Registered Nurses, 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 086, 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 3702 employees covered by this Agreement.

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

An Equal Opportunity Employer

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, excluding On-Call Pool Nurses, 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 Advanced Registered Nurse Practitioner classification salary range.

ON-CALL PAY

Effective the first pay period following final ratification, On-Call Pool Nurses 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.

ON-CALL POOL NURSE RATES

Effective the first pay period following final ratification, On-Call Pool Nurse rates will increase by $1.00 per hour.

HOURS OF WORK AND OVERTIME

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

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.

NON-ECONOMIC

PATIENT CLINICAL CARE DELIVERY MODEL

Management agreed to develop and implement, with input from the union, a policy establishing a patient clinical care delivery model which will include nurse staffing ratios. This policy would not be grievable, arbitrable or subject to impasse under Section 447 of the Florida Statutes.

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 086

RESOLUTION ACCEPTING THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE REGISTERED NURSES 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 Registered Nurses employed by the Public Health Trust; and

WHEREAS, such negotiations have resulted in a proposed collective bargaining agreement, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, 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 Registered Nurses, 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

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 REGISTERED NURSES, SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991 (APPROXIMATELY 3,702 EMPLOYEES)**

This memorandum summarizes the highlights of the Registered Nurses, SEIU, Collective Bargaining Agreement. The agreement is scheduled for ratification by the Registered Nurses 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, excluding On-Call Pool Nurses, 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 Advanced Registered Nurse Practitioner classification salary range.

ON-CALL PAY

Effective the first pay period following final ratification, On-Call Pool Nurses 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.

ON-CALL POOL NURSE RATES

Effective the first pay period following final ratification, On-Call Pool Nurse rates will increase by $1.00 per hour.

HOURS OF WORK AND OVERTIME

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

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.

NON-ECONOMIC

PATIENT CLINICAL CARE DELIVERY MODEL

Management agreed to develop and implement, with input from the union, a policy establishing a patient clinical care delivery model which will include nurse staffing ratios. This policy would not be grievable, arbitrable or subject to impasse under Section 447 of the Florida Statutes.

Jackson HEALTH SYSTEM

MEMORANDUM

TO: Chairman and Board Members
Public Health Trust/Jackson Health System

FROM: Marvin O'Quinn, President
Public Health Trust

DATE: December, 2008

SUBJECT: **COLLECTIVE BARGAINING AGREEMENT(S) BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND SEIU LOCAL 1991**

- **SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991, PROFESSIONALS (APPROXIMATELY 946 EMPLOYEES)**
- **SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991, REGISTERED NURSES (APPROXIMATELY 3,702 EMPLOYEES)**

This memorandum summarizes the highlights of the listed Collective Bargaining Agreements. These agreements are scheduled for ratification by the membership of the referenced labor organization on Monday and Tuesday December 8th and 9th 2008. Upon union ratification and Public Health Trust Board acceptance, the Agreements will be forwarded to the Board of County Commissioners of Miami-Dade County for ratification.

These contracts are products of good faith negotiations between the management negotiating team and the respective labor organizations and are aligned with the contract terms of other labor organizations representing employees of Miami-Dade County. The unions and management both recognize the financial challenges represented by these contracts. The parties have agreed to work collaboratively to address these issues.

I recommend that these agreements be accepted by the Public Health Trust Board of Trustees and forwarded to the Board of County Commissioners of Miami-Dade County for ratification.

TERM OF AGREEMENT(S): Three (3) year contract for the period of October 1, 2008 through September 30, 2011.

The following chart represents the major contract provisions for the three (3) year period.

	COST OF LIVING ADJUSTMENTS			SUPPLEMENTAL PAYS
BARGAINING UNIT	*Month to be determined*	*Month to be determined*	*Month to be determined*	*Selected Wage Increase*
SEIU NURSES	Percent as established by Miami-Dade County	Percent as established by Miami-Dade County	Percent as established by Miami-Dade County	Advanced Registered Nurse Practitioner pay range increased by 1-step (4.79%) On-Call pay increased by $1.00/hour Established 72 hour/pay period RN full-time work schedule
SEIU PROFESSIONALS	Percent as established by Miami-Dade County	Percent as established by Miami-Dade County	Percent as established by Miami-Dade County	Medical Technologist I & II pay range increased by 1-step (3.5-4.5%) Increased shift pay for Clinical Hospital Pharmacist by 4%

In addition to the above, the Trust secured the ability to offer a defined contribution Plan to employees hired after final contract ratification. The employer will contribute two percent (2%) and match employee contributions up to a maximum of three percent (3%).

The outstanding collective bargaining agreement with American Federation of State, County and Municipal Employees, SEIU Attending Physicians and the Committee of Interns and Residents are scheduled for negotiations in December. The Management Team is optimistic that these negotiations will be concluded at that time.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

LOCAL 1991

THE SERVICE EMPLOYEES INTERNATIONAL UNION

(REGISTERED NURSES 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 the 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 nursing 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 Nurse Practice Act of Florida and the Standards for Nursing Service as developed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and the New Standards for Performance Improvement. The Employer also agrees to give consideration to the Code for Nurses as adopted by the American Nurses' Association in the development of standards of performance.

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

The Employer recognizes the Union as the exclusive bargaining representative for all full-time employees, regularly employed part-time non-casual employees and on-call pool employees who average twenty (20) or more hours weekly employed by the Employer in the classifications as identified in Appendix A and all other classifications in which the duties can only be performed by a Registered Nurse, as presently exist or as may be from time to time established by the Employer excluding Clinical Nursing Supervisors, Supervisors, Assistant Directors, Directors of Nursing, and all other employees of the Trust.

Section 2. Probationary and On-Call Pool Employees

Probationary, non-permanent employees and on-call pool employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida. Personnel Rules, Pay Plan, and all 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 XV, Section 6(E). Only the following provisions apply to on-call pool employees: Articles I; II; III; IV, Sections 1, 2, 3, 4, 5, 6, 7 and 8; V; VI; XI, Section 10; XIII, Section 6, 7 and 8; XV, Section 2, 5, 6 (A, B, C, D, H), 10, 11, 12, 13, 15, 16, 17, 18 and 19; XVII, Section 1 (A and B) and 2 (A); XIX; XXII; XXIII, Section 1, 2, 3, 4, 5 and 6; XXIV; XXV; XXVI; XXVII; XXVIII; XXIX; XXX and XXXI. Articles VII and VIII shall only apply to alleged contract violations.

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 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 4000 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 five hundred (500) 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 nurses 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 nursing 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 under Article XXV, Management Rights and Scope of this Agreement.

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 thirty-nine (39) 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, XXII, XXIII and XXIV of this Agreement. Approval will not be unreasonably withheld.

B. No nurse 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 nurses in the activities detailed in Section A, night-shift nurses 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 twenty (20) bargaining unit members will be allowed time off with pay for contract negotiations. Up to an additional seven (7) 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 a nurse in another area, the representative will contact the appropriate supervisor to arrange an appointment with the concerned nurse(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 XXIII, Safety and Health, of this Agreement.

Section 8. Employer Responses

All responses required in Steps 1, 2 and 3, above, 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. The determination of the Nurse Staffing Ratios shall not be grievable, arbitrable, or subject to impasse under Chapter 447 of Florida Statutes.

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. The Union must simultaneously provide the Employee/Labor Relations Department with a copy of the request for arbitration and the applicable grievance. 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 including the cost of the transcript, if mutually requested. 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/her 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 XV (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

An 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 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 Counseling 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 counseling. Good cause shall include, but not be limited to, the pendency of outside criminal, administrative or other proceedings.

F. Any disciplinary action currently in an employee's 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 Counseling 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. Work Hours

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 one half (12½) hour shifts shall be paid overtime based on a forty (40) hour week. Two (2) unpaid meal breaks of one half (½) hour 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.

Employees who are assigned to work twelve and one half (12½) hour shifts with three (3) unpaid meal breaks of one half (½) hours each will be paid in accordance with Appendix B.

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

Section 2. Overtime

A. It shall not be the general policy of the Employer to have its employees 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. 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.

C. For purposes of interpretation, all hours in pay status shall be considered hours worked except for unplanned personal leave days. 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 personal leave day taken within any week (the exception being Thanksgiving week when two (2) personal leave days may be taken).

D. 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.

E. In any situation requiring overtime, volunteers will be sought before the overtime is assigned. In the event that sufficient volunteers are not obtained, overtime will be assigned on a rotational basis.

F. Except when demonstrated to be more expensive, overtime will be offered before any agency or TR nurses 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 nurses involved with the consent of the appropriate supervisor.

Section 5. Hours of Work and Overtime

A. Nurses working five (5) days per week schedule will not be scheduled for more than six (6) consecutive days without prior consent of the nurse. Nurses working compressed schedules will not be scheduled for more than three (3) consecutive days without prior consent of the nurse.

B. The Employer will make every possible effort to provide nurses 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, and other unavoidable absences, 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 nurse does not desire every other weekend off or desires set days each week, the nurse 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. Alternative Schedules

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

Any nurse who has researched different systems of scheduling should present the system to the Clinical Nursing Practice Committee and the Quality Nursing and Career Development 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 7. 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.

A. The Employer will make every effort to avoid asking nurses regularly assigned to 3-11 or night shift to rotate to another shift.

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

Section 8. Consecutive Shifts

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

Nurses 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 9. 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 10. Public Holidays

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

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 nurses 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 pay checks in area banks and credit unions upon proper application from individual nurses who wish it. Nurses 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 RN 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 ~~July 2, 2005~~, 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 bargaining unit classifications shall receive the highest salary increase received by any other bargaining unit classification for any period during the 2009-2010 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.)

C. Third Year 2010-2011
Effective the first full pay period in July 2011, (when the County employees receive their COLA) all employees in bargaining unit classifications 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. Eligible nurses, upon signing a two (2) year commitment agreement to the Neonatal Pediatric Transport Team, will receive a one-step increase. This step shall be removed if the nurse leaves the Neonatal Pediatric Transport Team.

E. Effective October 1, 2008, one step shall be added to the ARNP salary range. These nurses will be placed in the new salary range at their current rate of pay. Maxed out L1 and L2 ARNPs who receive increases as a result of range adjustments will retain their current anniversary date and will not lose time credited for future progression.

F. ARNPs and other employees designated as lead workers by management shall receive a one step pay increase until the lead worker designation is removed.

G Nurses performing the duties of the Neonatal Pediatric Transport Coordinator and the Pediatric Cardio Thoracic Liaison Case Manager will receive a one-step increase for 24-hour, 7-day per week responsibilities providing the nurse is not already receiving it. The step will be removed if the nurse is no longer performing the duty.

H. The Associate Nurse Manager, Advanced Registered Nurse Practitioner and Nurse Manager in Ward D will be paid a one-step increase for working in Corrections Health

Services, providing the nurse is not already receiving it. The step will be removed if the nurse is no longer working in Ward D or Corrections.

The Employer agrees that there shall be no selective wage adjustments for any classifications covered by this Agreement, other than those specified, unless it shall first meet and negotiate with the Union concerning the amount of such adjustments and the reasons therefore.

Section 4. Step Increases

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

Each nurse will receive a step increase annually on his/her anniversary date up to the maximum step of the range, provided he/she has met standards. This will place him/her on the next step of the pay plan.

The maximum step in each classification shall be as follows:

Administrative Nurse I	6
Advanced Registered Nurse Practitioner (ARNP)	6
Associate Nurse Manager	11
Certified Nurse Midwife	6
Certified Registered Nurse Anesthetist (CRNA)	6
Clinical Care Coordinator	7
Clinical Nurse Specialist	7
Clinical Research Coordinator	7
Clinical Resource Nurse	11
Clinical Service Coordinator	7
Enterostomal Therapist	7
Enterostomal Therapist Coordinator	7
Nurse Educator	11
Nurse Educator/Corrections Health Services	6
Nurse Manager	6
Officer of the Day-Emergency Services	11
Patient Placement Coordinator	11
Quality Management Education Coordinator	7
Trauma Coordinator	7

There are two (2) additional steps beyond the maximum of the range to which nurses 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 forty-eight (48) months 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 forty-eight (48) months at the first longevity step of the salary range. Such advancement will be the next step beyond the first longevity pay step.

B. There are fifteen (15) steps in the Clinical Staff Nurse and Clinical Staff Nurse/Corrections Health Services classifications. Advancement in these steps is as follows:

Step 1 to step 2	6 months
Step 2 to step 3	12 months
Step 3 to step 4	12 months
Step 4 to step 5	12 months
Step 5 to step 6	12 months
Step 6 to step 7	12 months
Step 7 to step 8	12 months
Step 8 to step 9	18 months
Step 9 to step 10	18 months
Step 10 to step 11	36 months
Step 11 to step 12	36 months
Step 12 to step 13	36 months
Step 13 to step 14	48 months
Step 14 to step 15	48 months

There will be a minimum of four percent (4%) between all steps.

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

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

E. A change in classification status does not alter a nurse's anniversary date for purpose of accrual of leave benefits. A nurse 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 a nurse 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 and Weekend 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:

A. The shift differential rates shall be $4.00 an hour for the evening and night shifts.

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

Evening	$4.00/hour
Night	$6.00/hour

B. For employees hired before October 1, 1994, the shift differential shall be frozen at the dollar amount the employee would have received as a shift differential during the pay period immediately preceding October 1, 1994, or the above shift differential, whichever is higher. Shift differential will be paid for all hours worked after 3:00 p.m. 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. Registered Nurses working the twelve and a half-hour night shift will receive the night shift differential for the entire shift.

Shift differential will not be paid for hours worked on a day shift and which end prior to 5:00 p.m.

C. Nurses who work weekends will be paid two dollars and twenty-five cents ($2.25) an hour for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the nurse's shift begins at 7:00 p.m. or later on Friday. Effective the beginning of the first pay period following final ratification, this weekend shift differential shall be two dollars and seventy-five cents ($2.75) an hour.

This weekend shift differential will be paid only for actual hours worked, in addition to the shift differential. It does not apply to payment for leave of any type.

Section 6. Main Campus In-Patient Differential

An additional seventy-five cents ($.75) an hour will be paid for all selected nurses working in an in-patient unit at Jackson Memorial Hospital. This includes the Emergency Care Center, Urgent Care Center and Mental Health Hospital Center. This differential will be paid to Clinical Staff Nurses, Nurse Educators, Associate Nurse Managers, Nurse Managers, Certified Nurse Midwives, Advanced Registered Nurse Practitioners and Certified Registered Nurse Anesthetists working in an in-patient unit at Jackson Memorial Hospital. (See attached list of units excluded from this differential in Appendix C).

Section 7. On-Call Pay

A. Employees designated as on-call shall be paid a minimum of thirty-five dollars ($35.00) per shift on weekdays (Monday - Friday) and forty-five dollars ($45.00) per shift on weekends (Saturday-Sunday) and holidays.

B. Employees who are called in from on-call status, after having left the Employer's facility at the conclusion of a work day, shall receive a minimum of four (4) hours pay at the applicable rate.

C. The parties agree to meet to discuss guidelines and policies regarding on-call provisions, if either party requests it.–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.

D. 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 8. Call-In Pay

Employees who are not on-call but 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, or are on on-call status.

Section 9. Uniform Allowance

All nurses in the bargaining unit shall receive a uniform allowance of $125.00 per year. A uniform allowance will be paid once per year in the month of January to all bargaining unit employees on the payroll at time of payment.

Section 10. On-Call Pool Nurse Rates

The On-call Pool Nurse rates are as follows (On-call Pool Nurses with thirty (30) months experience or less shall be paid at the lower rate):

8 hour shifts:	7:00 a.m. - 3:30 p.m. -	$32.00/$34.00/hour
	3:00 p.m. - 11:30 p.m. -	$36.00/$38.00/hour
	11:00 p.m. - 7:30 a.m. -	$38.00/$40.00/hour
12 hour shifts:	7:00 a.m. - 7:30 p.m. -	$35.50/$37.50/hour
	7:00 p.m. - 7:30 a.m. -	$38.00/$40.00/hour

Effective the first pay period following ratification, the following rates will apply:

8 hour shifts:	7:00 a.m. – 3:30 p.m. -	$33.00/$35.00/hour
	3:00 p.m. – 11:30 p.m. -	$37.00/$39.00/hour
	11:00 p.m. – 7:30 a.m. -	$39.00/$41.00/hour
12 hour shifts:	7:00 a.m.-7:30 p.m. -	$36.50/$38.50/hour
	7:00 p.m. – 7:30 a.m. -	$39.00/$41.00/hour

Effective the beginning of the first pay period following final ratification, the rate for the 7:00 a.m. – 7:30 p.m. shift shall be $33.33/$35.33/hour and the 7:00 p.m. – 7:30 a.m. shift shall be $37.33/$39.33/hour.

On-Call Nurses who work weekends will be paid two dollars and twenty-five cents ($2.25) an hour for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the nurse's shift begins at 7:00 p.m. or later on Friday.

Effective the beginning of the first pay period following final ratification, On-Call Pool Nurses shall be paid time and a half (1½) for all hours worked on a holiday.

Effective the beginning of the first pay period following final ratification, Job Basis Nurses who work additional shifts as Clinical Staff Nurses shall be compensated at the following rates: Three hundred and twenty dollars ($320) for an eight hour day shift; Four hundred and eighty

dollars ($480) for a 12 hour day shift; Three hundred and sixty dollars ($360) for an eight hour 3pm to 11pm shift; Five hundred and fifty-two dollars ($552) for 12 hour 7pm to 7am shift; Three hundred and seventy-six ($376) for 11pm to 7am shift. Job basis nurses will not receive any differentials.

Upon mutual agreement, the parties may re-open negotiations on these wages at any time.

ARTICLE XII - PAID EDUCATIONAL LEAVE

Section 1. Eligibility Criteria

Every effort will be made to provide a reasonable amount of leave with pay each year to attend courses, institutes, workshops or other educational activities in accordance with the following criteria:

A. Educational leave days will be used at the employee's discretion after receiving proper approval. Leave under this article is exclusive of mandatory education requirements.

B. The nurse applies in advance in writing specifying the course, institute, workshop or class the nurse wishes to attend.

C. The nurse obtains permission from the Director of Nursing to attend.

D. Such leave does not interfere with staffing.

E. Requests for leave will be granted based on date of request.

F. Employees working eight (8) hour shifts will get twenty-four (24) hours; those working twelve (12) hour shifts, thirty-six (36) hours; those working ten (10) hour shifts, thirty (30) hours yearly; and weekend schedule employees (Article XIV) will get thirty-six (36) hours of leave yearly under this provision. In the case of ARNP's, Nurse Midwives and CRNA's, employees working eight (8) hour shifts will get thirty-two (32) hours yearly; those working twelve (12) hour shifts, forty-eight (48) hours yearly; those working ten (10) hour shifts, forty (40) hours yearly.

G. Hours spent in reeducation programs which qualify for contact hours conducted by the Employer shall count toward the number of hours of leave available under this article. If an employee who enters a reeducation program has already used his/her educational leave for the year, the appropriate number of days of leave will be deducted from the leave the employee would otherwise have been entitled to receive in the following year.

Section 2. Clinical Certification

The cost of one National clinical certification exam related to the employee's area of practice will be reimbursed following successful completion.

Section 3. Financial Aid

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

Section 4. Staff Development Programs

It is understood that courses offered by the Employer in special areas of practice will be continued for nurses 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 nurse may apply. These requests will be granted as patient care permits.

Section 5. In-Service and Career Development Program

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

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. Nurses in the bargaining unit employed by the PHT will receive personal leave hours in lieu of annual leave hours, sick leave hours, and holidays.

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). Full-time employees who are assigned to work regularly scheduled twelve and a half (12½) hour shifts, and who are paid for eleven (11 hours), refer to Appendix B.

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) hours.

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 during the calendar year.

(2) Employees with ten (10) or more years of continuous 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) Requests 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. 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 5. 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 6. 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 7. 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 8. 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 9. Administrative Leave

The present policy regarding the granting of administrative leave for job basis nurses will be continued. This policy provides for the granting of time off with pay to job basis employees (not hour for hour) who have worked in excess of their normal work schedule.

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 three (3) bargaining unit nurses 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 bargaining unit members 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. Duly selected Union unit representatives and Officers shall be allowed leave with pay in order to attend Union training conferences. The total amount of leave with pay granted to

employees under this paragraph shall not exceed fifty-five (55) working days in any calendar year. The Employer shall be given thirty (30) days notice of any such training conferences together with a list of those attending. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position. Leaves granted under this paragraph (C) shall be counted as time worked for the purpose of calculating overtime pay.

D. 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 300 days per calendar year. Employees granted such leave shall continue to accrue bargaining unit seniority and, upon return, shall return to their former unit and position, if available. If the former position is eliminated, the employee will be returned to a comparable position within the PHT. The Union will provide the Employer with thirty (30) days notice and will specify the length of release time.

E. No more than one person from the same unit shall be released for more than thirty (30) days simultaneously, without mutual agreement.

ARTICLE XIV - FULL-TIME WEEKEND SHIFTS

The Employer may offer employees full-time weekend positions with such employees working twelve and one-half (12 1/2) hour shifts every Friday, Saturday, and Sunday, or Saturday, Sunday, and Monday, at the rate appropriate for their shift position and experience. These employees will be paid for forty (40) hours and will accrue and receive all benefits, and rights as full-time employees. Employees who work the weekend schedule are expected to do so for at least six (6) continuous months and on at least twenty-four (24) weekends. It is understood and agreed that applications for all full-time weekend positions shall initially be limited to RNs currently employed, and newly-hired RNs should not be oriented into these positions as long as there are qualified nurses who have applied for them.

The parties have agreed on the following guidelines for the full-time weekend shift:

A. If an RN wishes to work the Modified Weekend Plan, the employee's request should be made in writing to the unit Nurse Manager.

B. Request to work the Modified Weekend Plan will be approved based on the date the request is received by the Nurse Manager with seniority prevailing where date of application is equal.

C. The availability of weekend shifts will be determined based on staffing and retention needs. Nurse requests to implement the full time weekend shift will not be unreasonably denied. Available positions will be offered and filled based on unit seniority.

D. Both day and night shifts will be available. The numbers of RN's permitted to work the plan will be determined by the Director of Patient Care Services based on staffing needs.

E. The plan has been advertised to recruit RN's. The RN will start working the plan upon final approval by the Director of Patient Care Services. The Nurse Manager and RN will note the start date on the time sheet.

F. Any RN, who is currently working three 12-hour shifts on the same weekend shifts specified in the plan, will automatically be placed on the weekend plan as a full-time employee.

G. The RNs will not be required to sign a contract. The Collective Bargaining Agreement language defines the time frame in which the RN is expected to work the Modified Weekend Plan.

H. Trades not involving overtime may be allowed with approval of the Nurse Manager and indicated appropriately on the time card.

I. Overtime will start after 36 hours. (The work week of the weekend plan employee).

J. Educational hours may be taken at the RN's discretion upon approval by the appropriate supervisor.

K. Nurse Educators will make arrangements for unit in-services. Staff meetings may be held on the weekend as determined by the supervisor.

L. Nurses working the Modified Weekend Plan will only receive the weekend shift differential for hours worked between 7:00 a.m. on Saturday and 7:00 a.m. on Monday.

M. If both holidays (Christmas and New Year's) fall on a weekend, the employee will receive one holiday off, upon request, providing staffing permits. If the holiday falls on the employee's day off, the employee will have the choice of taking the day off or volunteering to work.

N. Employees will be subject to all applicable contract provisions, policies, procedures, practices, administrative orders and personnel rules unless specifically excluded.

O. For purposes of payment and use of all leave time, the actual weekend shifts will be 13.3 hours for each of the weekend days/nights and 13.3 for the 3rd weekday or night shift.

ARTICLE XV - 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 nurse shall be considered a permanent employee unless specifically advised by the Employer. The Employer retains the right to terminate probationary nurses without notice or pay in lieu of notice. Probationary nurses are not required to give notice of intention to terminate. Probationary nurses 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, or equivalent lounge space in all new facilities.

Section 3. Work in Higher Classification

Any Clinical Staff Nurse temporarily assuming the duties of a higher position such as Charge Nurse or Associate Nurse Manager will receive a one dollar and twenty-five cents ($1.25) increase per hour above his/her regular hourly rate for a minimum of four (4) or more continuous hours worked in the higher position. Any Clinical Staff Nurse temporarily assuming the duties of a Preceptor will receive a one dollar ($1.00) increase per hour for a minimum of four (4) or more continuous hours worked in this position.

Any nurse, except an Associate Nurse Manager, temporarily promoted to the "Acting Nurse Manager " status will receive a two (2) step pay increase above his/her regular rate of pay for the entire period that he/she works in that status. The Associate Nurse Manager will be entitled to receive the two (2) step pay increase only when the assignment is for more than two (2) consecutive pay periods. If the assignment exceeds two pay periods, a PAM approved by the Division Director/Vice President must be submitted to Human Resources. The Acting Nurse Manager will be a job basis employee and will not be entitled to overtime pay. Any nurse temporarily promoted to an Acting Nurse Manager will not lose his/her 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 Director of Patient Care Services/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 or designee and the Employee and the employee's representative.

D. Within thirty (30) working days of such receipt for request of reclassification, the Senior Vice President of Patient Care Services 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 Resources' 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 nurse will receive an evaluation of her work performance at the end of the first six (6) months of employment, and at least annually thereafter. Regular part-time and on-call pool nurses will receive a yearly performance evaluation.

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

C. The evaluator, oriented to the purpose and method of evaluation, will be the immediate supervisor of the nurse being evaluated. For ARNPs, the evaluation will be in conjunction with both the Nursing Supervisor and the Medical Director and the appropriate administrator. For nurses' whose immediate supervisor is not a Registered Nurse, a Director of Patient Care Services or designee will be assigned as the reviewer.

D. The evaluator discusses the evaluation in conference with the nurse 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 nurse after it has been reviewed by the reviewer.

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 a non-RN, the Senior Vice President of Patient Care Services will designate a nurse to serve as the reviewer of the evaluation. The appointed reviewer shall discuss the evaluation with the nurse 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 except promotions to Associate Nurse Manager or Nurse Manager which will involve a minimum increase of two (2) steps.

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

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

Section 8. Longevity Bonus

Annual longevity bonus payments 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

All full-time unit employees upon certifications and/or recertifications in their area of practice shall receive a one-time payment of $250.00 upon receipt of the certification. All full-time unit employees with a Baccalaureate degree in nursing will receive a one-time payment of $520.00 upon receipt of their degree providing the employee has not already received this bonus.

All full-time unit employees currently receiving the Master's degree allowance will continue to receive it annually. All full-time permanent employees as of June 3, 1997 who complete a Master's degree in a nursing program by September 30, 1999 will receive a $1,040.00 bonus annually following receipt of the degree. All full-time employees with a Master's degree in nursing hired after June 3, 1997 and all full-time unit employees who earn their Master's degree in nursing after September 30, 1999 shall receive a one-time $1,040.00 bonus upon receipt of their degree providing the employee has not already received this bonus.

These bonuses are not compounded in any one year. Eligible employees will receive only the higher bonus to which they are entitled.

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

B. 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. These will be available to employees on all tours of duty.

C. 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.

Section 11. Parking Facilities

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

The Employer will continue its practice of providing one (1) month free parking for all employees whose cars are vandalized or stolen.

Employees are encouraged to contact the Security Department for after-hours escort to and from parking facilities.

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/Conference 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 the employee's 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 nurses as part of pre-employment physical as well as to those nurses currently employed. Appropriate titers will be drawn as necessary.

Section 17. Injuries, Rehabilitation and Reorientation

A. Consistent with PHT and County policies, if a nurse 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 the employee's ability to perform the employee's 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 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 Nursing Practice

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

ARTICLE XVI - 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 nurses can make an important contribution to nurse morale and retention, the parties agree that all available shifts shall first be posted in the unit for a period of 7 days and made available to nurses 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 judgement 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 XVII - ORIENTATION, CROSSTRAINING AND FLOATING

For purposes of administering the parties' orientation and crosstraining 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. A nurse 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. A RN 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 RN 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 RN 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. Crosstraining

A. When a nurse is crosstrained, an initial assessment of competence and an organized, documented training program using ~~tools such as~~ checklists, will be provided in order to ensure the safe delivery of patient care. The nurse 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. The Employer shall continue to have the authority to determine the number of employees within a Division/Unit who are to be cross-trained. Once the Employer determines the number of employees to be cross-trained, the employees will be chosen first from volunteers by unit seniority. If sufficient volunteers are not available to meet hospital needs, nurses may be assigned in inverse order of unit seniority in the classification, provided, however, that the Employer may excuse a probationary employee from being required to enter a cross-training program.

C. When a Division/Unit institutes a cross-training program, it will develop a schedule to ensure that all necessary personnel are put through the program and will establish a rotational system for floating those employees who have been cross-trained. The Employer shall continue to have the authority to schedule an employee's cross-training consistent with the Division/Unit's staffing requirements.

D. The parties will explore cross-training across divisional lines as part of the Quality Nurse and Career Development Committee.

Section 3. Central Staffing Float Pool Nurses

Jackson Health System (JHS) will determine the number of FTE's and shifts that are needed in the Float Pool. Employees within the float pool will work three (3) or five (5) days per week for a total of 72 or 80 hours per pay period. Employees under these categories will be considered Full-time. JHS may also hire Part-time employees in the float pool.

1. Terms and Conditions

- The float pool nurses will be subject to the PHT Pay Plan/CBA, Personnel Policy & Procedures, Red Book Policy and any other governing rules and regulations.
- New applicants must pass a Level 2 background check and Health Office Clearance and other related employment requirements of the PHT.
- Applicants must have a minimum of two (2) years current experience and the requisite skills and ability to float to any unit(s) assigned.
- Eligible retired PHT nurses may apply for the Central Staffing Float Pool.

Full-time / Part-time with Benefits

- Full-time and part-time float pool nurses will be assigned to the central staffing float pool for a 26 week period.
- During the 26 weeks, all full-time float pool nurses will be committed to work at least 72 hours (3x12-hr shifts/per week) or 80 hours per pay period, depending upon their shift. Part-time float pool nurses must work a minimum of two (2) shifts per pay period.
- Float pool nurses will be placed in the float pool cost center.
- Employees in the float pool shall commit to work for a period of six months (26 weeks) at a time. Active employees who have been in the float pool shall have the option of going back to their prior position with written notice to JMH one month prior to the conclusion of their six month (26 weeks) assignment. If there are no comparable vacancies available in their prior unit/position, the employee shall remain in the float pool assignment until such vacancy occurs or the employee obtains an available posted position.
- Upon satisfactory completion of the 26-week period, full-time and part-time float pool nurses may sign up for the next 26 week period or apply for a regular fulltime position if available.
- Float pool nurses must provide written notification to their manager 30 days before the end of the 26-week period regarding their continuation to the next 26-week period.
- In the event of unsatisfactory performance by the float pool nurse during the initial 26-week commitment period, the float pool nurse may be terminated without rights of appeal. For permanent status JHS nurses, Article XV, Section 7D of the CBA shall apply.
- Full-time or part-time float pool nurses who voluntarily leave the float pool may apply for any posted vacancy or may return to a previous permanent status position and department unless the position has been abolished or has been filled by another employee with permanent status in the classification.

In that case, they would be offered the next available position in the department/unit.

2. Salaries - Differentials. Supplements and Bonus for Full-time and Part-time Float Pool Nurses

a) Salaries:

Float Pool Nurses will be hired into the current Clinical Staff Nurse wage scale using the Recruitment guidelines.

b) Pay differentials:

The inpatient evening, night, and weekend shift differential for all float pool nurses will be as follows:

Inpatient	$ .75/hour
Evening	$4.00/hour
Night	$6.00/hour
Weekend	$2.75/hour

The appropriate differential will be paid for all hours worked on a shift where the majority of hours occur during the evening or night shift.

Float pool nurses working the twelve and a half-hour night shift will receive the night shift differential for the entire shift.

Float pool nurses who work weekends will receive the weekend differential for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the shift begins at 7:00 p. m. or later on Friday. Weekend Differential will be paid only for actual hours worked.

Other than the inpatient, night, evening and weekend shift differentials, all other pay differentials will not apply to the float pool nurses.

c) Pay Supplement:

- $350.00 bi-weekly pay supplement will be paid to full-time float pool nurses.
- Part-time float pool nurses will receive the pay supplement prorated based on hours worked.

d) Bonus at Completion of 26-week Assignment:

Upon satisfactory completion of each 26-week period in pay status, full-time float pool nurses will receive a bonus of $1,500.00; part-time float pool nurses will receive a prorated bonus based upon hours worked at the rate of $1.50 per hour.

3. Benefits:

- Newly hired float pool nurses will be eligible to receive flexible benefit plan benefits the 1st of the month after 90 days of employment.
- Flexible benefit plans float pool nurses are eligible to participate in include: group medical, dental, vision, term life, short and long term disability insurance and flex spending account.
- Newly hired eligible float pool nurses will be enrolled in the PHT Pension Plan on

the first date of employment and accrue paid time off in accordance with current policies and procedures/CBA.

- Eligible floaters will participate in the educational and certificate bonuses as stated in the collective bargaining agreement upon completion of the initial 26-week commitment.

4. Overtime:

Overtime will be paid according to the Collective Bargaining Agreement.

Central Staffing Float Pool Compensation & Benefits Summary Chart

	Base Rate will be paid in accordance with the Pay Plan		
	Bi-weekly Pay Supplement	Bonus	Benefits, if eligible
Nurses	FT $350 PT – Prorated on hours worked	$1500 for FT for PT prorated based on hours worked upon completion of 26-week period in pay status at $1.50 for each hour worked	• Med/Den/Vision/Life • Retirement • Leave Accrual

Jackson Health System reserves the right to adjust these pay supplements and bonuses as determined to be necessary to recruit, retain and remain competitive in the health care market. These rates will not be affected by any cost of living increase.

Jackson Health System has the sole right to determine the use of the Float Pool at any facilities within Jackson Health System.

ARTICLE XVIII - 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 employees' 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. 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 twenty-one (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. In connection with the parties' commitment to the Reeducation and Skills Enhancement Program, for purposes of layoffs the parties have agreed to use three (3) lists, which are identified in Appendix E.

E. In the event of a layoff the Employer shall select the appropriate list(s) from Appendix E. These procedures include all affected nurses in the classifications of Administrative Nurse I, Advanced Registered Nurse Practitioner (ARNP), Certified Registered Nurse Anesthetist (CRNA), Associate Nurse Manager, Certified Nurse Midwife, Clinical Care Coordinator, Clinical Nurse Specialist, Clinical Research Coordinator, Clinical Resource Nurse, Clinical Service Coordinator, Clinical Staff Nurse, Clinical Staff Nurse/Corrections Health Services, Enterostomal Therapist, Enterostomal Therapist Coordinator, Nurse Educator, Nurse Educator/Corrections Health Services, Nurse Manager, Officer of the Day-Emergency Services, Patient Placement Coordinator, Quality Management Education Coordinator, and Trauma Coordinator, including those Nurses providing services to the affected units on the list, although administratively assigned to another cost code. Layoffs will be done in inverse order of seniority by classification, within the affected list(s). Employees in the statuses of temporary relief and on-call pool, on the affected list(s), will be terminated prior to any full-time or regular part-time employee in the bargaining unit being impacted by lay-off.

F. Bargaining unit employees on one list are not eligible to displace employees on another list. Full-time employees will automatically bump into any classification on the affected list(s), in which they previously held permanent status.

G. During the twenty-one (21) day notice period, nurses who have been bumped shall be given five (5) calendar days to select, by hospital-wide seniority, a reassignment to a vacant position on the affected list(s). The union will be responsible for facilitating this process.

H. Part-time employees on the affected list(s) can only bump within the bargaining unit. 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.

I. All time served in the higher classification will be credited as time served in lower classifications within the bargaining unit. 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.

J. For purposes of layoff only:

1. Time served in these classifications in pool status will not be considered. Time served as a Nurse 1 or Nurse 2 will count as time toward a Clinical Staff Nurse.

2. Time served as a Corrections Health Nurse I will count towards a Clinical Staff Nurse/Corrections Health Services classification. The time served as a Corrections Health Nurse II will count towards time in an equivalent Corrections Health Services classification, (e.g. Nurse Educator/Corrections Health Services). Time served as an Administrative
Nurse I will count towards an equivalent nurse classification. Time served as a Nurse III will count towards Clinical Care Coordinator, Enterostomal Therapist, and Nurse Educator classifications. Time served as a Nurse IV will count towards Clinical Nurse Specialist, Clinical Research Coordinator, Clinical Service Coordinator, Enterostomal Therapist Coordinator, Quality Management Education Coordinator and Trauma Coordinator classifications. Time served as an Associate Nurse Manager will count towards Clinical Resource Nurse, Officer of the Day-Emergency Services, and Patient Placement Coordinator classifications.

3. Those nurses enrolled in Critical Care Internships or other specialty programs internships will be considered to be members of the Division/Department sponsoring the program, rather than members of their previously assigned unit.

4. No bargaining unit employee on the affected list(s) shall be laid-off in lieu of maintaining a full-time equivalent traveler, agency or TR nurse on the affected list(s). Following a layoff, TR and agency RNs may be used during the necessary transition time specifically to cover for orientation and cross-training that may be required as a result of layoff.

K. Employees who have been displaced will be given priority consideration for other opportunities in PHT training programs and on-call/pool vacancies.

L. 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 XIX - 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 XX - REEDUCATION AND SKILLS ENHANCEMENT PROGRAM

In the interest of minimizing the need for layoffs of bargaining unit members and to prepare RN's to follow the workflow needs of the hospital, the parties agree to institute, monitor and support the Reeducation and Skills Enhancement Programs identified below and to devote time in the Quality Nursing and Career Development (QNCD) Committee to explore outside funding sources for these programs.

A. General Description of Programs:

1. Every reasonable effort shall be made to provide ongoing educational programs in Critical Care, Perioperative/OR and other specialty areas for bargaining unit members to meet staffing needs of the hospital.

2. If the PHT determines that a floatpool is necessary to meet the fluctuating census needs of the various units, it may create a full time Medical/Surgical RN floatpool and/or a Critical Care floatpool. Vacancies in floatpools will be offered first to volunteers on the basis of seniority. If sufficient volunteers are not available, the Employer may fill the remaining vacancies using regular hiring practices.

3. The hospital agrees to establish a learning center to facilitate the goals and success of the educational program.

B. Selection and Training Criteria:

1. Applicants for the programs must meet the selection criteria and basic skills established by the Employer. The Quality Nursing and Career Development Committee will discuss the selection criteria and may make recommendations to the Senior Vice President of Patient Care Services, who shall continue to have the authority to determine the selection criteria and basic skills necessary for the program. Applicants meeting the selection criteria and basic skills will be placed on a list for selection in order of hospital-wide seniority. Any qualified persons remaining on the list after a class is filled shall be ranked in order of their seniority and will be selected ahead of all other applicants to fill up to thirty percent (30%) of the openings in the next available class.

2. No RN shall be denied admittance to a program because of short staffing in his/her unit or division.

3. Program preceptors shall be selected for their clinical, educational and interpersonal communication skills. Preceptor courses will be continued and made available to interested nurses. Reasonable efforts will be made to adjust the preceptor's assignment while serving as a preceptor.

4. If a bargaining unit member with permanent status fails to successfully complete the program, he/she will return to his/her previous position and unit, if available, or other comparable position within the division.

5. The probationary period in a new position shall begin at the conclusion of the reeducation and unit orientation program.

6. All employees who successfully complete the Critical Care internship shall identify their ICU areas of interest and shall be interviewed for those available

positions. They shall be selected in areas of need through the standard interview and selection process. As long as ICU area vacancies exist, each bargaining unit member shall be placed in such setting.

ARTICLE XXI - 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 F which is attached hereto and made a part hereof by reference, to offer bargaining unit employees a Union-sponsored health insurance plan provided a minimum of one hundred (100) nurses enrolled in the Plan.

ARTICLE XXII – NURSING REPRESENTATION ON COMMITTEES

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

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

C. The selection of the individual nurses 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) nurse 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 nurses 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-Employer Management Conference Committee
   b. Joint Health and Safety Committee
   c. Quality Nursing and Career Development Committee
   d. ARNP Committee

2. Other Hospital/Medical Staff Committees

   a. Affirmative Action Committee
   b. Employee Assistance Program Committee
   c. Bio-Ethics Committee
   d. Health & Safety Committee
   e. ICU Committee/Critical Care Committee
   f. Infection Control Committee
   g. Health Information Management Committee
   h. Nursing Policy and Procedure Committee
   i. Pharmacy & Therapeutics Committee
   j. Product Review & Analysis Committee

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

ARTICLE XXIII - 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 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 needlestick 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 corrective action by Management. If an employee believes a task or area is hazardous or unsafe the employee will inform his/her immediate supervisor. If the employee and supervisor do not agree on the matter, 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) members may be designated by the Employer. Nine (9) members may be designated by the Union with no more than one (1) 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 XXIV - QUALITY NURSING AND CAREER DEVELOPMENT COMMITTEE

Section 1. Establishment

To further their common goal - the delivery of quality healthcare to patients by nursing staff who are personally and professionally challenged, the Quality Nursing and Career Development (QNCD) Committee will be formed and will have nurse representation from throughout the bargaining unit.

Section 2. Purpose

The purpose of the QNCD Committee is to establish a mechanism for constructive discussion of matters related to the quality of patient care and professional nursing practice and to ensure ongoing professional nurse development. Types of issues that should be brought to this committee include but are not limited to changes in staffing levels, alternate work schedules, job descriptions, non-nursing duties, educational and recognition programs, mentorship activities and recruitment and retention activities. Except as provided herein, the committee shall not be limited in the matters it may discuss pertaining to patient care or nursing practice.

Section 3. Matters Eliminated from Discussion

The following shall not be discussed by the QNCD Committee without mutual consent, unless they are raised in the context of defining a more general problem within the brief of the QNCD 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 there are established joint committees or procedures. It is recognized that the QNCD Committee will not be used for continuing negotiations.

Section 4. Make-up of the Committee

The Committee shall be composed of no more than one representative per one-hundred (100) bargaining unit RNs selected by the Union, however, no more than one (1) per patient care unit.

The Senior Vice President of Patient Care Services may designate up to eight (8) management representatives to the QNCD Committee. The parties agree to each designate a committee representative to serve as co-chairs.

Section 5. Meetings and Agenda

The Committee will meet at least monthly. Committee members will be granted necessary paid time off for meetings, as provided under Article VI of this Agreement. Each party will submit its agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. When an agenda item submitted by a Committee representative indicates the involvement of a Hospital Center or area of the Hospital not represented on the Committee, the Employer agrees that a representative of said Hospital Center or area will attend the QNCD Committee meeting.

The parties agree that the Agenda will include, but is not limited to patient satisfaction, hospital acquired skin breakdown and hospital acquired infection rates.

Section 6. Recommendations

The Committee shall make reasonable and good faith efforts to develop broad consensus on the issues before it and to make recommendations as expeditiously as possible. Majority recommendations shall be forwarded in written form to the Senior Vice President of Patient Care Services.

ARTICLE XXV - 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 sections 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 XXVI - 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 Employer 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 XXVII - 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 XXVIII - 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 XXIX - 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 XXX - 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 XXXI - TERM OF AGREEMENT

A. The collective bargaining agreement between the PHT, Miami Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 2008 and continue to September 30, 20011.

B. Either party may require by written notice to the other no later than June 30, 20011 negotiations concerning modification, amendments, and renewal of this Agreement to be effective October 1, 20011.

ARTICLE XXXII - 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 XIII, Section 1(H) upon implementation of information technology changes.

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

ARTICLE XXXIII- Nurse Staffing Ratios

Jackson Health System (JHS) agrees to the establishment and maintenance of a policy relating to the care delivery model which will be implemented throughout JHS in appropriate areas. JHS agrees to receive input from the SEIU union in the establishment and maintenance of this policy.

Pursuant to that model, the employer, with input and assistance from the Union, will create a Nurse Staffing Ratio policy within the model, within 90-120 days of ratification of this agreement. The Nurse Staffing Ratio policy will establish Nurse Staffing Ratios for the employer's hospitals and facilities.

APPENDIX A

CLASSIFICATIONS

APPENDIX A – NURSE CLASSIFICATIONS

Administrative Nurse 1
Advanced Registered Practitioner Nurse (ARNP)
ARNP Clinical Educator – Inpatient
Associate Nurse Manager
Certified Nurse Midwife
Certified Registered Nurse Anesthetist (CRNA)
Clinical Care Coordinator
Clinical Nurse Specialist
Clinical Research Coordinator
Clinical Resource Nurse
Clinical Service Coordinator
Clinical Staff Nurse
Clinical Staff Nurse/Corrections Health Services
Clinical Staff Nurse - Float Pool
Enterostomal Therapist
~~Enterostomal Therapist Coordinator~~
JHS Scholars Faculty
Medical Clinic Care Coordinator
Nurse Educator
~~Nurse Educator/Corrections Health Services~~
Nurse Educator – Inpatient
Nurse Manager
Officer of the Day - Emergency Services
Patient Flow Coordinator - Emergency Services
Patient Placement Coordinator
Quality Management Education Coordinator
RN First Assistant
Trauma Coordinator
Trauma Program Manager

APPENDIX B

In accordance with Article X, Hours of Work and Overtime, Section 6, Alternative Schedules of the collective bargaining agreement and in response to the Union's proposals, the following are conditions for the new 12½ hour shift (11 hours paid).

1. Employees in the following units who currently work a 12½ hour shift, three (3) days one week and four (4) days the next week will be allowed to continue their present shifts.

   Surgical Hospital Center
   Trauma Intensive Care Unit
   Trauma Operating Room
   Trauma Post-Anesthesia Recovery Room
   Trauma Resuscitation
   Operating Rooms
   Post-Anesthesia Recovery Room
   Surgical Intensive Care Unit
   Cardiac Surgical Intensive Care Unit
   Burn Unit

   Medical Hospital Center
   Bone Marrow Transplant Unit
   Coronary Care Unit
   Medical Intensive Care Unit
   West Wing 12

   Ortho-Rehab-Neuro Hospital Center
   Neuro-Surgical Intensive Care Unit
   Neuro-Medical Special Care Unit

   Children's Hospital Center
   Newborn Intensive Care Unit
   Newborn Intermediate Care Unit
   Pedi Medical Special Care Unit
   Pedi Surgical Special Care Unit
   Pedi Intensive Care Unit

   Women's Hospital Center
   Labor, Delivery and Recovery (Nurses and Midwives)

   Emergency Care Center

   Professional Services Radiology
   Radiology

2. These employees will be paid for 11 hours each shift and will have a total of 1½ hour non-paid break each shift. The 1½ hour non-paid break may be utilized as deemed appropriate to the patient care needs of the unit.

3. Unplanned PL time will not be counted towards overtime. One planned PL shift weekly may be counted toward overtime calculations (the exception being Thanksgiving week when two (2) personal leave days may be taken).

4. Calculations for personal leave and extended illness leave shall be based on the calculations for eight and one-half (8½) hour shifts. However, employees shall earn an additional 26 hours of personal leave per year (shorter or longer periods of time will be prorated).

5. These employees will not 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.

6. These employees will continue to receive thirty-six (36) hours paid educational leave as defined in Article XII, Paid Educational Leave.

7. The Senior Vice President of Patient Care Services, his/her designee and Labor Relations may meet monthly with the Executive Director of SEIU Local 1991 and his/her designee to review this schedule.

8. These employees shall be considered full-time for benefits.

9. This agreement identifies a different shift than those existing in the current contract. Therefore, the terms of this Agreement apply solely to the shift identified herein. It does not alter or modify any of the terms or conditions of employment with respect to other shifts contained in the existing collective bargaining agreement.

In closing, it is understood by the Parties that this schedule may be unilaterally changed by the PHT Administration with six (6) weeks notice to the Union.

APPENDIX C

Units Identified as Excluded from In-patient Unit Differential

Breast Center/Diagnostic Treatment Center
Radiology
Cardiac Cath Lab
Pedi Dialysis
ACC East Wing/West Wing
JMH Healthplan
Transplant Clinic
Education Department at JMH Towers
Health Office
WW12 Same day Chemo
Park Plaza West Women's Center
Poison Information Center
GI Station
Clinical Resource Management
Ward D
Pediatric Special Procedures Room

APPENDIX D

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 nurses will be reassigned in inverse order of hospital-wide seniority in the classification, consistent with the following reassignment procedure:

1) Meeting dates will be scheduled with the Senior Vice President, Patient Care Services, the Director of Patient Care Services, 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 nurses 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).

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 nurses 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.

APPENDIX E – LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS LISTS

A	B	C
Post Anesthesia Recovery Unit	Rehab 2 Pedi	Ambulatory Care Center
Post Anesthesia Recovery Trauma Unit	Rehab 2 Annex	North Dade Health Center
Ambulatory Surgery Recovery Unit (Central 7)	ET 3 A/B-Mother Baby	
Coronary Care Unit	ET 7B Antepartum	Jefferson Reeves Sr. Health Clinic
Surgical Intensive Care Unit	ET 7A/GYN/GYO	South Florida Aids Network
Medical Intensive Care Unit	NW 3 Medical	JMH Health Plan
Pediatric Intensive Care Unit	SW 5 Medical	Elderly Services
Trauma Intensive Care Unit	SW 6 Medical	Employee Health Office
Bone Marrow Transplant Unit/ Adult-Children	SW 7 Surgical	Corrections Health Services
Newborn Intensive Care Unit	SW 8 Medical	Corrections Health Service Unit (JMH)
Radiology	WW 5 Telemetry	Head Start Program
Cardiac Cath Lab	WW 6 Telemetry	Methadone Clinic
Jackson Labor & Delivery	WW 7 Ortho	All other clinics as established
Main Operating Room	WW 9 Neurosurgical	Rafael A. Penalver Clinic
Trauma Operating Room	WW 10 Surgical	Rape Treatment Center
Emergency Care Center	WW 11 Neuro-Medical	Safe Space
Trauma Resuscitation	WW 12 Oncology	Transplant Clinic
WW II Mini Unit	WW 14 Surgical	Mental Health Outpatient Clinic
Pediatric Special Procedure Room	WW 15 Transplant	Mental Health Day Treatment Program
Neuro-Surgical ICU (NSICU)	Trauma 3 A/B Trauma/Burn	Jackson North Community Mental Health
Central 6 Medical	Trauma 4 A Rehab	Jackson Pediatric Center (PPEC)
PTSU(Pediatric Transplant Unit)	Gastroenterology Station	Rehab/Ortho Clinic
ET 4B OB/GYN	Crisis Emergency Room	Jackson North Specialty & Diagnostic Center
JACKSON SOUTH: Endoscopy	Jackson Memorial Long Term Care Center (JMLTCC)	Taylor Breast Health Center
PACU	Radiation Therapy	Juanita Mann Center
Surgery	Perdue Medical Center	South Dade Homeless Assistance Center
Critical Care Service	JM Pedi-dialysis	Miami Hope Center
Emergency Department	Newborn-Intermediate Care	Rosie Lee Wesley Center
Minor Care	ET 6A Private Referral Unit	North Miami Center
Radiology	ET 6B Hematology/Oncology	
Labor & Delivery	Trauma 4B Adolescent	Care-A-Vans
Jackson North: Endoscopy	ET 5B Infant Toddler	Wound Care Center
PACU	ET 7 Children's Clinical Immunology Unit	Pediatric Cardiology Clinic
Surgery	Pediatric Surgical Special Care	Jackson North: Ambulatory Care Center
Intensive Care Unit	All units in the Mental Health Division	
Emergency Department	Education & Training	
Cardiac Cath Lab	Detox	
Labor & Delivery	Nurse Float Pool	
	Other Mini Units	
	Geri Med I/P Unit	

APPENDIX E – LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS LISTS

A	B	C
	Behavioral Treatment I/P Unit Adult Intensive I/P Unit Health & Recovery I/P Unit Statewide Inpatient Psychiatric Program (S.I.P.P.) Juvenile Addiction Receiving Facility (J.A.R.F.) Child and Adolescent I/P Unit (C.A.A.P.) Highland 4 I/P Unit	
	JACKSON SOUTH: 2 North 1 West 2 South Behavioral Health Educators Radiation Oncology Mother Baby JACKSON NORTH: Center for Mental Health Medical/Surgical Unit Post Partum Pediatrics Ortho/Neuro/Rehab Telemetry/Stepdown Pavillion 3 (Med Surg)	

The units identified herein are based upon the current geographic configuration of the PHT. The parties agree that the placement of a unit on a list is based on the unit's function, not its name or location. The parties further agree that nothing herein shall prevent the Employer from relocating units within its facilities so long as the essential functions of the units remain the same. Units that are merely relocated or renamed will remain on the same list. In the event a new unit is created or two or more existing units are merged, the new or merged unit will be placed on the list that contains units with the most similar functions. For classifications and/or locations not listed here, the parties will meet to appropriately place these nurses on a case by case basis.

APPENDIX F

UNION-SPONSORED INSURANCE PLAN

Service Employees International Union (SEIU), Local 1991, herein after 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 on January 1, 1998, under the following conditions:

1. Schedule

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

June 1, 1997. The Employer will provide to the Union a statement specifying the Employer's average cost for health insurance for employees in the bargaining unit as of January 1, 1997, based on the formula:

- $\frac{\text{Total Projected Cost of Insurance Paid by the Employer on Behalf of Unit Members for 1997}}{\text{Total Number of Participating Employees in the Unit}}$

June 30, 1997. The Union will provide to the Employer, in writing, a statement as to whether it plans to make available a Union-sponsored insurance plan.

August 1, 1997. 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.

September 1, 1997. 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.

December 1, 1997. 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 for 1998, 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 in 1998, 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 in 1998 will be calculated as follows:

E/es FormerE/es Plan (1)	# of Participating Electing Union Plan	Projected Cost of Plan Per E/e in 1998 (2)	Projected Cost To County Assuming No Union Plan
BCBS (POS)	N1	C1	N1 * C1
AvMed	N2	C2	N2 * C2
CAC	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)

$$\frac{\text{Total Projected Cost for Participating E/es Electing Union Plan}}{\text{Total Participating E/es Participating in Union Plan}}$$

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

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 XVII, 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) The Employer's contribution to the Union-sponsored plan on behalf of each employee electing the Union plan for 1999 will be the 1998 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 1998-1999 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 1998-1999 rate increase per employee shall be calculated as follows:

Plan	# of Participating E/es in Bargaining Unit in Plan as of 1998 Open Enrollment	$ Increase Per E/e	$ Increase to County
BCBS	P1	I1	P1 * I1
AvMed	P2	I2	P2 * I2
CAC	P3	I3	P3 * I3
JMH	P4	I4	P4 * I4
	Total Participating E/es in Bargaining Unit		Total Increase to County

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

(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 in 1998, it will notify the Employer of its intent by July 1, 1997.

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.

SIDE LETTER -1

CERTIFIED REGISTERED NURSING ANESTHETISTS (as per Side Letter Agreement attached)

SIDE LETTER 2

JACKSON SEIU/MANAGEMENT PARTNERSHIP TO IMPROVE THEJACKSON HEALTH SYSTEM

OBJECTIVES:

The parties agree to form a Union/Management Partnership that is voluntary and non-binding to meet the following objectives:

- To create a high quality, high efficiency health care delivery system by establishing a constructive dialogue between healthcare professionals and management in order to identify key structural and system challenges facing the PHT/JHS and to jointly design and implement possible solutions; including revenue enhancement and local, state and federal legislative issues that benefit the PHT/JHS.
- To establish operational and cost efficiencies leading to the long term growth and sustainability of JHS as a regional health care provider and employer.
- To create a high level of patient satisfaction.
- To create a work environment that identifies JHS as the employer of choice in the region, and results in superior employee satisfaction and healthy and safe work environments.
- Promote the Jackson Health System and the Jackson Memorial Hospital Health Plan as the providers of choice for County employees and all Miami-Dade County Governmental employees' health care benefit plans and needs.

PARTICIPATION AND GROUND RULES

Participation in the Partnership is not collective bargaining and will be voluntary. The meetings will be held at mutually agreed times. Alliance participation sets no precedent and is not a waiver of any rights or contracts between the parties. Any party may cease participation at any time upon prior written notice. The Alliance process will be fully transparent and any communications jointly issued from the Alliance must be pre-approved by both parties.

THE PARTIES AGREE:

- To create an exploratory Steering Committee with up to seven key JHS operations managers and up to seven top SEIU 1991 representatives.
- To pay all union Steering Committee members for their participation in accordance with terms of the collective bargaining agreements.
- To hire jointly agreed upon facilitators and consultants with experience in the creation of health care union/management partnerships. The union agrees to contribute $25,000 toward the costs of the services rendered by the facilitator/consultant.
- To utilize the services of in-house personnel and external experts, selected jointly, to assist with creating detailed agreements that define project plans to meet stated objectives.
- To fully disclose organizational data of both parties with the exception of those documents protected by law as is necessary to guide the identification of appropriate areas of joint work.
- To begin meeting within two weeks of a ratified agreement, and no less than twice monthly.
- To distribute pre-approved and agreed upon joint communications.

The parties agree that the decision to accept the Alliance/Partnership's recommendations is at the sole discretion of the leadership of the JHS/PHT.

The parties recognize that the PHT may engage in separate cooperative initiatives with other work groups outside the 1991 bargaining unit(s). PHT and SEIU Local 1991 may jointly choose to invite such other groups and/or other labor organizations as guests to the SEIU/Management Partnership project(s) when deemed appropriate.

Side Letter – 3 PENSION

The PHT shall have the option to offer a defined contribution 401A retirement plan as an alternative to the PHT defined pension benefit plan to bargaining unit employees hired after the ratification date of this agreement. Enrollment in such plan will be voluntary. These employees will continue to have the option to enroll in the defined benefit plan.