Memorandum

MIAMI-DADE COUNTY

Date:	May 5, 2009
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Resolution Approving County Manager and Ratifying Execution of the 2008-2011 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and AFSCME, Local 1363

Agenda Item No. 10(A)(2)

The attached item is being placed on the Board of County Commissioner's agenda at the request of Eugene Bassett, Interim CEO of Jackson Health System for approval. Chapter 25A-4(c) (4) 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.

Assistant County Manager

Jackson
MEMORIAL HOSPITAL
Jackson Health System
PUBLIC HEALTH TRUST

1611 N.W. 12th Avenue,
Miami, Florida 33136-1096

MEMORANDUM

TO: George M. Burgess
County Manager
Miami-Dade County

DATE: March 27, 2009

FROM: Eugene Bassett
Interim CEO

SUBJECT: Resolution Approving and Ratifying Execution of the 2008-2011 Collective Bargaining Agreement Between Miami-Dade County, the Public Health Trust and AFSCME, Local 1363

At its February 23rd meeting, the Board of Trustees of the Public Health Trust adopted PHT Resolution No. 02/09-017, accepting the 2008-2011 Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust and the American Federation of State, County and Municipal Employees (AFSCME), Local 1363. Section 25-A-4(c)(4) of the Code of Miami-Dade County requires the Commission's approval before the Trust can enter into the Collective Bargaining Agreement and I am therefore forwarding such agreement to the Miami-Dade County Commission for ratification.

I would appreciate having this item placed on the appropriate Commission and Committee agendas as soon as possible.

E Bassett

Eugene Bassett
Interim CEO

An Equal Opportunity Employer

Jackson
MEMORIAL HOSPITAL
Jackson Health System
PUBLIC HEALTH TRUST

1611 N.W. 12th Avenue,
Miami, Florida 33136-1096

MEMORANDUM

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 27, 2009

FROM: Eugene Bassett
Interim CEO

SUBJECT: Resolution Approving and Ratifying Execution of the 2008-2011 Collective Bargaining Agreement Between Miami-Dade County, the Public Health Trust and AFSCME, Local 1363

RECOMMENDATION

It is recommended that the attached 2008-2011 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and AFSCME, Local 1363 be approved by the Board of County Commissioners.

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.

BACKGROUND

Collective bargaining negotiations produced the attached contract which was ratified by the AFSCME, Local 1363 on February 20, 2009. The Board of Trustees of the Public Health Trust accepted the contract at its meeting on February 23, 2009, pursuant to PHT Resolution No. 02/09-017, 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 5278 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

First Year 2008-2009

Effective the beginning of the first pay period in a month to be determined, 2009, all employees in bargaining unit classifications, shall receive a wage increase equivalent to the highest wage increase Miami-Dade County negotiates with any labor organization representing Miami-Dade county employees.

Second Year 2009-2010

Effective the beginning of the first pay period in a month to be determined, 2010, all employees in bargaining unit classifications, shall receive a wage increase equivalent to the highest wage increase Miami-Dade County negotiates with any labor organization representing Miami-Dade county employees.

Third Year 2010-2011

Effective the beginning of the first pay period in a month to be determined, 2011, all employees in bargaining unit classifications, shall receive a wage increase equivalent to the highest wage increase Miami-Dade County negotiates with any labor organization representing Miami-Dade County employees.

SELECTIVE SALARY INCREASES

Effective the beginning of the first full pay period following final ratification, two steps will be added to the EEG classification salary range. EEG's will be placed in the new salary ranges at their current rate of pay.

SHIFT DIFFERENTIAL

Effective October 1, 2008 the shift differential for Mental Health Hospital Specialist and Cardio Cath Technicians will be adjusted to reflect the market survey.

HOURS OF WORK AND OVERTIME

In addition to the current full time status of 40 hours for employees in select classifications who work 12 and one-half hour (12 ½) shifts (3 days one week, 4 another week), these employees 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.

PART-TIME EMPLOYEES

Pursuant to PHT policy, provided for Part-time employees to receive step increases in accordance with hours worked.

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

DISCIPLINARY ACTION

Time limit extended from 21 to 30-days for management to investigate alleged policy violations.

PROBATIONARY PERIOD

The probationary period for new hires was reduced from one year to six months. The probationary period for promotions and transfers was reduced from one year to 3 months.

The contract language in generic areas in this contract was aligned with similar language in other collective bargaining agreements.

The language was added to ensure compliance with 340B pharmacy Federal pricing guidelines.

E Bassett

Eugene Bassett
Interim CEO

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MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 5, 2009

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 Mayor'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)
5-5-09

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND AFSCME, LOCAL 1363

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 AFSCME, Local 1363, in substantially the form attached hereto and made a part hereof.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2009. 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

Agenda Item 9 (b) (2)
Executive Committee
February 23, 2009

RESOLUTION NO. PHT 2/09 – 017

RESOLUTION RATIFYING ACTION OF THE EXECUTIVE COMMITTEE ACCEPTING THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, LOCAL 1363, AND FORWARDING SUCH AGREEMENT TO THE MIAMI-DADE COUNTY COMMISSION FOR RATIFICATION

(Eugene Bassett, Interim Chief Executive Officer, Jackson Health System and Eneida Roldan, M.D., Interim President and Chief Operating Officer, Jackson Health System)

WHEREAS, the Interim Chief Executive Officer, the Interim President and staff of the Public Health Trust have negotiated in good faith with representatives of the AFSCME. Local 1363, which is the duly certified collective bargaining agent representing employees 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 Interim Chief Executive Officer, the Interim 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; and

WHEREAS, a special Executive Committee was held on February 2, 2009 and approved the proposed Collective Bargaining Agreement; and

WHEREAS, this action was necessary to ensure the continued efficient operation of the Public Health Trust.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby ratifies the action of the special Executive Committee and accepts the Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust, and AFSCME, Local 1363, for the period of October 1, 2008 through September 30, 2011 and hereby forwards the agreement to the Miami-Dade County Commission for ratification.

E Bassett

Eugene Bassett
Interim Chief Executive Officer
Jackson Health System

Eneida Roldan, M.D.
Interim President & C.O.O.
Jackson Health System

The foregoing resolution was offered by Mr. Copeland motion was seconded by Mr. Zilber as follows:

Stanley H. Arkin	Aye
Jorge L. Arrizurieta	Aye
Rosy Cancela	Absent
John H. Copeland, III	Aye
Ernesto A. de la Fe	Aye
Joaquin del Cueto	Aye
Georgena D. Ford, RN	Aye
Abraham A. Galbut	Aye
Walter James Harvey, Esq.	Aye
Saif Y. Ishoof, Esq.	Absent
Marcos J. Lapciuc	Aye
Angel Medina, Jr.	Aye
Diego L. Mella	Aye
Martin G. Zilber, Esq.	Aye
Commissioner Dorrin Rolle	Absent
Commissioner Javier Souto	Aye

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of February 2009.

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: Chairman and Board Members
Public Health Trust

FROM: Eugene Bassett & Eneida Roldan, MD
Interim CEO Interim President/COO
Jackson Health System Jackson Health System

DATE: February, 2009

SUBJECT: **COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND AMERICAN FEDERATION OF STATE, COUNTY & MUNICIAL EMPLOYEES LOCAL 1363 (APPROXIMATELY 5213 EMPLOYEES)**

This memorandum summarizes the highlights of the listed Collective Bargaining Agreement. This agreement is scheduled for ratification by the membership of the referenced labor organization within the next 30-days. 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.

This contract is the product of good faith negotiations between the management negotiating team and the respective labor organization and is aligned with the contract terms of other labor organizations representing employees of Miami-Dade County. The union and management both recognize the financial challenges represented by this contract. The parties have agreed to work collaboratively to address these issues.

We recommend that this agreement 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: 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
	2009	*2010*	*2011*	*Selected Wage Increase*
American Federation of State, County & Municipal Employees, AFLO-CIO, Local 1363	*Month to be determined* Percent as established by Miami-Dade County	*Month to be determined* Percent as established by Miami-Dade County	*Month to be determined* Percent as established by Miami-Dade County	EEG Technician pay range increased by 2-steps Shift differential for Cardiac Cath Technician and Mental Health Hospital Specialist increased per market survey Established 72 hour/pay period for selected classifications full-time work schedule

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 SEIU Attending Physicians and the Committee of Interns and Residents are continuing. The Management Team is optimistic that these negotiations will be concluded at that time.

Jackson HEALTH SYSTEM

MEMORANDUM

TO:	Eugene Bassett Interim CEO Jackson Health System	&	Eneida Roldan, MD Interim President/COO Jackson Health System
Via:	Trummell Valdera, SPHR, Senior Vice President/CHRO Human Resources Capital Management Division		
FROM:	Danny L. Curry, SPHR Director Employee/Labor Relations & Workforce Compliance	&	Linda Gonzalez, SPHR Associate Director Employee/Labor Relations & Workforce Compliance
DATE:	February, 2009		
SUBJECT:	**COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, LOCAL 1363 (APPROXIMATELY 5,213 EMPLOYEES)**		

This memorandum summarizes the highlights of the AFSCME, Collective Bargaining Agreement. The agreement is scheduled for ratification by the Bargaining Unit within the next 30-days.

Approval of this contract is recommended.

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

ECONOMIC

WAGES

First Year 2008-2009

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Second Year 2009-2010

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increase Miami-Dade County negotiates with any labor organization representing Miami-Dade county employees.

Third Year 2010-2011

Effective the beginning of the first pay period in a month to be determined, 2011, all employees in bargaining unit classifications, shall receive a wage increase equivalent to the highest wage increase Miami-Dade County negotiates with any labor organization representing Miami-Dade County employees.

SELECTIVE SALARY INCREASES

Effective the beginning of the first full pay period following final ratification, two steps will be added to the EEG classification salary range. EEG's will be placed in the new salary ranges at their current rate of pay.

SHIFT DIFFERENTIAL

Effective October 1, 2008 the shift differential for Mental Health Hospital Specialist and Cardio Cath Technicians will be adjusted to reflect the market survey.

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In addition to the current full time status of 40 hours for employees in select classifications who work 12 and one-half hour (12 ½) shifts (3 days one week, 4 another week), these employees 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.

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NON-ECONOMIC

DISCIPLINARY ACTION

Time limit extended from 21 to 30-days for management to investigate alleged policy violations.

PROBATIONARY PERIOD

The probationary period for new hires was reduced from one year to six months. The probationary period for promotions and transfers was reduced from one year to 3 months.

The contract language in generic areas in this contract was aligned with similar language in other collective bargaining agreements.

The language was added to ensure compliance with 340B pharmacy Federal pricing guidelines.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

LOCAL 1363

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES UNION

AFL-CIO

OCTOBER 1, 2008 – SEPTEMBER 30, 2011

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ARTICLE 1 AGREEMENT

This 2008-2011 Collective Bargaining Agreement is entered into by and between Miami-Dade County and the Public Health Trust collectively, hereinafter referred to as the Trust or Public Health Trust, and the Dade County Public Employees Local 1363, AFSCME, AFL-CIO and is effective the beginning of the first pay period immediately following ratification of the contract by the Board of County Commissioners.

All new or amended provisions contained in this Agreement shall be effective upon ratification, unless a different effective date is specifically provided for in the affected article.

ARTICLE 2 PURPOSE

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

Upon ratification and approval by the Board of County Commissioners, 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.

All pronouns used in this Agreement shall be deemed to apply to both sexes, regardless of the particular gender of the pronoun actually used.

ARTICLE 3 RECOGNITION

1. The Employer recognizes AFSCME, Local 1363, as the sole and exclusive collective bargaining representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

   The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 1363, is as follows:

   - Included: All full-time and regular part-time nonprofessional, non supervisory operational service, administrative and office and clerical personnel employed jointly by Miami-Dade County and the Public Health Trust.

   - Excluded: All professional, supervisory, managerial and confidential personnel employed by the County or the Public Health Trust of Miami-Dade County, and all other temporary, seasonal, substitute and emergency personnel employed by the Public Health Trust of Miami-Dade County and all other temporary, seasonal, substitute, and emergency personnel employed by the County or the Public Health Trust (as defined in the County and the Trust personnel rules) and all employees covered by the collective bargaining certifications, including but not limited to that of Miami-Dade County, Florida, Employees Local 199 of the American Federation of State, County and Municipal Employees, AFL-CIO.

2. Probationary, exempt, conditional, and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida/Public Health Trust, Personnel Rules, Pay Plan and other regulations in effect prior to the execution of this Agreement and there shall be no applicability of this contract or change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such applicability or changes are specifically stated in this Agreement with reference to such employees.

3. It is agreed that if and when new position classifications are created by action of the Public Health Trust, the questions of inclusion or exclusion within the Bargaining Unit shall be settled in accordance with state law.

ARTICLE 4 NONDISCRIMINATION

There shall be no discrimination against any employee by the Employer or the Union because of race, color, sex, creed, national origin, marital status, age, disability, sexual orientation, political affiliation, religion, Union membership, or for engaging in any lawful Union activities.

This Article is intended solely to comply with the criteria enumerated above and applicable Federal and State statutes.

ARTICLE 5 UNION DUES

1. Upon receipt of written authorization from an employee, the Public Health Trust agrees to deduct the regular Union dues and uniform assessments of such employee from his/her biweekly pay and remit such deduction to the Treasurer of the Union within ten (I0) days of the date of deduction.

2. The Union will notify the Public Health Trust, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. The Union will notify the Public Health Trust, in writing, at least ninety (90) days prior to the date any uniform assessment will be deducted. Uniform assessments shall be limited to one (1) request per calendar year. The Public Health Trust, with at least ninety days prior written notice, will provide a payroll deduction for the Union's political action committee.

3. An employee may revoke his dues deduction by providing a thirty (30) days written notice to the Public Health Trust and the Union. Notice to the Public Health Trust alone shall not be sufficient. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable sections of this Article.

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

5. It is agreed and understood that the Public Health Trust, through its Managers, Department Directors, Division Directors, supervisory employees, and those employees not included in this Bargaining Unit, will take no action to either encourage or discourage membership in the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

ARTICLE 6 GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a dispute between the Employer and the Union and/or the employees concerning the interpretation or application of a specific provision of this Agreement, and such grievance shall be processed and disposed of in the following manner:

Step 1
An employee having a grievance and/or the employee's Union representative shall discuss it with the employee's immediate supervisor within five (5) working days of the occurrence or knowledge giving rise to the grievance, whichever is later. The Employer shall respond to the employee or the employee's Union representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2
If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the response in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or the Union representative and presented by the grievant and/or the Union representative to the Director of Nursing/Administrator or designee, after which a meeting to discuss the merits of the grievance shall be held within five (5) working days. The grievance in Step 2 shall be answered by the Employer in writing within five (5) working days after the meeting to discuss the grievance.

Step 3
If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the response in Step 2, be presented by the grievant and/or Union representative in Step 3. The grievance shall be presented in this step to the Director of Employee/Labor Relations and Workforce Compliance Department or his or her designee. The Union may, upon submission of a grievance in Step 3, request a settlement conference for the purpose of exchanging information in resolution of the grievance. A settlement conference shall be granted as of right. It is agreed that either party may or may not present witnesses at the discretion of either party during the settlement conference. The settlement conference shall be held within ten (10) working days of submission of the grievance at Step 3. The Employer shall respond in writing within five (5) working days after the date of the settlement conference or submission, if no settlement conference is requested. The time limits for the submission of a grievance by the employee/Union representative, the setting of a settlement conference, or the Employer's response may be extended by mutual agreement in writing for no more than an additional five (5) working days at each of the above-referenced steps.

INTERPRETATION

Section 1 – A conflict between the Employer and the union concerning the way a specific provision of the Agreement is understood or enforced is resolved by following a three-step "grievance procedure."

Step 1 requires the complaining employee and/or Union representative *to notify the immediate supervisor within five (5) working days of the precipitating event or knowledge of the event. The Employer must then respond to the complaint within five (5) working days from*

receipt of the complaint or grievance. If the grievance is not settled at this *stage, the grievance proceeds to Step 2.*

Step 2 requires that a written submission, signed by the complaining employee and/or the union representative, be given by the complaining employee and/or union representative *to his/her department head (or other designated employer representative) within five (5) working days in order to discuss the merits of the grievance. The Employer must submit a written answer within five (5) working days following the joint meeting. If the grievance is not settled at this stage, it proceeds to Step 3.*

Step 3 requires the complaining employee and/or *union representative to present the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other designated Employer representative) within five (5) working days after the written answer by the Employer in Step 2 has been received by the employee or the union representative. The union may request a settlement conference to further investigate or resolve the complaint; either party may decide to present witnesses on his or her behalf at the settlement conference or may opt to not produce witnesses. The hearing settlement conference, if requested, must be held within ten (10) working days of the union's submission of the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other specifically designated Employer representative). If no settlement conference is requested, the Employer's written answer to the grievance is due within five (5) working days; if a settlement conference is held, the Employer's written answer is due within five (5) working days after the conclusion of the settlement conference. Extensions for time within which the employee/union representative is to submit a written grievance, a settlement conference is to be held or the Employer's written response is to be submitted, may be granted by mutual written agreement but only for a maximum of an additional five (5) working days at each of these steps.*

SECTION 2.

Any grievance shall be void which is not presented for disposition through the grievance procedure described herein within ten (10) working days of the occurrence or condition which it is claimed gave rise to the grievance.

INTERPRETATION

Section 2 - The grievance must be presented within ten (10) *working days of the occurrence. If it is not submitted timely, it may not be processed through the grievance steps.*

SECTION 3.

Upon being submitted to Step 2 of the Grievance Procedure, the grievance shall be reduced to writing. The written grievance must set forth all of the following:

A. The date and time when the grievance arose;
B. A statement of the grievance and facts;
C. The remedy requested;
D. The violation of the specific provision of the agreement which is claimed; and
E. Signature of the aggrieved employee and/or the Union representative.

All Employer responses required in Steps 1, 2 and 3 above shall be in writing directed to the aggrieved employee with a copy furnished to the Union. A rejection of a grievance at any step of the Grievance Procedure by the Employer must contain the reasons for the rejection.

INTERPRETATION

Section 3 – The written grievance submitted pursuant to Step 2 shall contain the following information: 1) date and time of the activity or condition being grieved; 2) a description of the grievance and supporting facts; 3) a description of the initial resolution requested; 4) identification of the precise provision of the Agreement affected; and 5) signatures of the complaining employee and/or the union representative. Furthermore, the Employer is required to furnish the aggrieved employee and the Union a written response to a grievance in Steps 1, 2 and 3 above. In class grievances, the copies will be directed to the Union only and not the employees. If the Employer rejects the grievance, the written response must set forth the reasons for the rejection.

SECTION 4.

Failure on the part of the Employer to respond to a grievance at any step shall be deemed a denial thereof, and the Union may proceed to the next step.

INTERPRETATION

Section 4 – If the Employer does not respond to the grievance at any of the above referenced steps, it will be assumed that the Employer is denying the grievance at that step as of the last day for answering and the union may proceed to the next step.

SECTION 5.

Any disposition of a grievance from which no appeal has been taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

INTERPRETATION

Section 5 – If no appeal of a decision is made within the time limits specified in Steps 1-3, the grievance is considered to have been resolved and will not be entertained again at a later date.

SECTION 6.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge, suspension or demotion, health and safety or union rights may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article.

INTERPRETATION

Section 6 – A grievance concerning a discharge, suspension or demotion, health and safety or union rights need not follow Steps 1 and 2; the complaining employee and/or union may immediately present the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other specified designated Employer representative) as instructed in Step 3, as long as the grievance is presented within ten (10) working days of the discharge, suspension or demotion, health and safety or union rights.

SECTION 7.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and stated holidays as provided in Article 31, and any other holidays officially recognized by the Employer for Human Resources Department employees.

INTERPRETATION

Section 7 – The term "working days," as used in Steps 1 – 3 excludes Saturdays, Sundays, and any other holidays recognized by the Employer or its Human Resources employees.

SECTION 8

A grievance which affects two (2) or more divisions, and which the Director of Nursing/Administrator or designee in Steps 1 and 2 lack authority to settle, may initially be presented at Step 3 by the Union representative.

INTERPRETATION

Section 8 – If the complaint affects a large number of employees or a whole class of employees and the Employer's designated representative does not have the authority to settle such a matter, the union representative may proceed directly to Step 3 and present the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other specifically designated Employer representative).

SECTION 9

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 under Steps 1 and 2 of the Grievance Procedure.

SECTION 10

The parties acknowledge that as a principle of interpretation, employees are obligated to work as directed while grievances are pending.

SECTION 11

Any subjects excluded from the Arbitration procedure (Article 7) shall also be excluded from the grievance procedure. Reprimands and issues for which other appellate procedures are provided in the Code for Administrative Orders of Miami-Dade County, and/or Public Health Trust Personnel Rules and other provisions of this Agreement, and formal counseling are not subject to review as grievances.

ARTICLE 7 ARBITRATION

SECTION 1.

A grievance, as defined in the grievance procedure, which has not been resolved, may be referred to arbitration by the Union within thirty (30) calendar days of the date of the Employer's response at Step 3. The Union shall notify the Employer in writing of its desire to arbitrate the issue submitted in the original grievance and provide a copy of the grievance. Upon receipt of notification, the Employer and the Union representative will attempt to select a mutually acceptable arbitrator. If they are unable to agree upon an arbitrator within thirty (30) calendar days after written notification, the grievance shall be referred to the American Arbitration Association (AAA) for arbitration under the Association's voluntary labor arbitration rules by the Employer. In the event that the Union fails to refer the grievance to arbitration by giving written notification within thirty (30) calendar days to the Employer, the Employer's response in Step 3 of the grievance procedure shall be final and binding upon the employees, the Employer and the Union.

INTERPRETATION
Section 1 – If the grievance remains unresolved after completing the 3-Step Grievance Procedure, the union may submit, within thirty (30) calendar days after the date of the Employer's answer referenced in Step 3, a written notice of its intent and desire to arbitrate the matter. If the Employer and the union are unable to agree upon a mutually acceptable arbitrator within thirty (30) calendar days of the date of the written notice, the grievance will be referred to the American Arbitration Association ("AAA") and be subject to the AAA voluntary arbitration rules by the Employer. If the union fails to pursue the matter to arbitration, the Employer's answer in Step 3 of the Grievance Procedure will be final and binding on the employees, Employer and union.

SECTION 2

At the request of either party there shall be a certified court reporter at the hearing. Each party will pay its own expenses and will share equally in expenses incurred in arbitration including the fees and expenses of the AAA, the court reporter and the arbitrator and the cost of the transcript. Each party shall bear the expense of its own witnesses. 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.

INTERPRETATION
Section 2 – Although the fees due to the arbitrator, AAA and the court reporter as well as the cost of the transcript will be paid in equal parts by the parties, each party is responsible for the costs incurred by its own witnesses.

SECTION 3

The award of the Arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees.

INTERPRETATION
The arbitrator's decision is final and binding on all parties (Employer, union and employees.)

SECTION 4

In the event that two or more grievances become ready for arbitration at the same time in the grievance procedure, there shall be a separate arbitrator selected and assigned to each case and a separate date fixed for each hearing unless the grievance is a class grievance. The parties, however, by mutual consent, can agree to have two or more cases heard on the same date by the same arbitrator.

INTERPRETATION
Section 4 – Each grievance will be heard and decided by a separate arbitrator, regardless of whether two or more grievances are ready for arbitration at the same time. If the Employer and the Union representative agree, two (2) or more cases may be heard on the same date by the same arbitrator. Class grievances will be heard by the same arbitrator at the same time as the other class members.

SECTION 5

The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be final and binding when in accordance with the

jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this Agreement and the Arbitrator shall have no right to amend, modify, nullify, ignore or add, change, or subtract from the provisions of this Agreement.

INTERPRETATION
Section 5-In making his/her decision, the arbitrator is permitted only to interpret and apply the provisions of the Agreement between the parties.

SECTION 6
The Employer shall have no right to invoke the grievance procedure or request that a matter be brought to arbitration.

INTERPRETATION
Section 6 – The Employer may not file a grievance or request that a matter be brought to arbitration.

SECTION 7
All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, or holidays.

INTERPRETATION
Section 7 – For the purpose of calculating the due dates as specified by this article, Saturdays, Sundays and holidays recognized by the Employer for Human Resources Department employees should not be counted.

SECTION 8
Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment.

Matters excluded from the grievance procedure under Article 6, Section 11, shall be excluded from arbitration.

SECTION 9
The union shall have the right to any facts or public documents regarding matters upon which arbitration has been requested. The Union shall be able to conduct a full investigation of the matters upon which arbitration has been requested. All requests of the Union pursuant to this provision shall be fulfilled within a reasonable period of time after the request is made. When the Union states that they have not had sufficient time to prepare, a postponement shall be requested by the Union.

INTERPRETATION
Section 9 – As a principle of interpretation, "a reasonable period of time" within the meaning of this provision shall mean within a sufficient time prior to an arbitration hearing to permit the Union to properly prepare its case.

ARTICLE 8 CLASSIFICATION APPEAL

1. Whenever an employee has reason to believe they are misclassified, he may apply for a review of their classification, in writing, to their immediate supervisor. Such request including a job description prepared by the employee and commented upon by the Department. This shall be forwarded to the Human Resources Capital Management Division by the employee's department within twenty (20) calendar days of receipt of request. Within thirty (30) calendar days of receipt of the request for reclassification, the Human Resources Capital Management Division shall render a decision in writing.

2. If the employee is not satisfied with the decision, he/she may, within fourteen (14) working days request in writing, a hearing by the Human Resources Director. At the hearing, the employee may be accompanied by a representative of their choosing and may produce any documents and evidence to support the claim for reclassification. The Human Resources Director will explain the basis for the decision in writing in the event the request is denied. The Human Resources Director shall hold such hearing within thirty (30) calendar days of the request.

3. Whenever the Human Resources Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Human Resources Director determines that there is no existing appropriate classification. In such cases, the Human Resources Director shall establish the classification, job description and pay range, which shall be maintained during the term of this Agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was initiated.

4. The Human Resources Director decision shall be final, subject to review by the President of the Public Health Trust or designee.

ARTICLE 9 JOB DESCRIPTION AND APPEAL

1. No employees covered by this Agreement shall be required to do work outside their job classifications, except under emergency conditions as declared by the President of the Public Health Trust, or an authorized representative.

2. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the Public Health Trust shall discuss with the Union the proposed change in job descriptions, the Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

3. If the Union is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 2 above, request a hearing before the Human Resources Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.

4. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the Public Health Trust may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees as long as the tasks and duties assigned fall within skills and other factors common to the classification.

5. It is understood by the Parties, the duties to be added in the proposed change in the job description shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the Public Health Trust, other than the addition of new duties, shall be reasonable under the circumstances.

6 Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided that Union and Public Health Trust will agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues. Appropriate Public Health Trust Management shall appear in support of the proposed changes. The decision of the Human Resources Director shall be final, subject to review of the President of the Public Health Trust or designee.

ARTICLE 10 LABOR-MANAGEMENT COMMITTEE

Departmental Committees

There shall be a Labor-Management Committee formed within Public Health Trust. This Committee shall consist of members designated by the Union and of members designated by the Trust. The Union membership of such Committee shall consist of persons from within the position classifications covered by this Agreement and the Management shall consist of persons within the Trust, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor Management Committee Meetings.

The Labor-Management Committee shall meet on a quarterly basis or at other times by mutual consent if requested by the Union. The purpose of these meetings will be to discuss with the employees, problems and objectives of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties.

The composition of the Labor-Management Committee shall consist of not more than ten (10) members designated by the Union and not more than ten (10) members designated by the Trust (and also excludes employees of Employee/Labor Relations & Workforce Compliance. The meeting will be scheduled at a mutually agreeable time. The agenda will be mutually presented to the Employee/Labor Relations & Workforce Compliance Department ten (10) days prior to the meeting.

Hospital-wide Committee

The Union may, in its discretion, appoint an agreed upon number of persons to serve as members of any Hospital sub-committee which exists in whole or in part for the purpose of addressing issues directly concerning the health and safety of AFSCME Trust bargaining unit members.

Labor Management Cooperation and Quality Service

The Public Health Trust and the Union pledge to work together cooperatively in a mutual determination to build and maintain a career public service that is dedicated to the principle of quality performance on behalf of all the people of Miami-Dade County.

To achieve this goal, the parties agree to establish Public Health Trust Labor-Management Committees composed equally of labor and management members named by Union and Management respectively. These Committees, and subcommittees similarly constituted in the various departments, will operate by consensus and will concern themselves with issues cited below and such other issues as by mutual agreement they choose to consider.

In order to strengthen the parties' labor-management relations, the AFSCME agrees to participate with JHS in labor-management committees to address the issues in Departments. Such committees may be requested by AFSCME or by JHS (through Employee/Labor Relations, the Department Directors, or designees) to meet at mutually accepted times. The parties shall meet a minimum of two times a year (bi-annually) or as the parties agree (as frequently as every quarter). Each side will contain an equal number of representatives (no more than 3 per side) and will follow the guidelines as suggested by the Federal Mediation & Conciliation Service (FMCS) – including alternating taking minutes of the meetings. Those employees that participate in departmental labor management meetings will be paid only for the time in attendance at the meeting.

Resolution of specific matters clearly covered by the contract will be in accordance with the procedures elsewhere described in the contract. Matters relating to the quality and effectiveness of the career public service will be considered to be within the jurisdiction of the Labor-Management Committee structure. The Committee may discuss any topics of mutual concern but shall not be used as a collective bargaining forum to amend or abridge the specific terms of the Collective Bargaining Agreement.

Career employment opportunities for regular part-time employees, training, and cross-training programs, discussion of proposed job classifications, joint discussions of job certifications, and employees required to be on-call are examples of potential subjects for this committee's review.

The Committee may also be involved in matters that affect the efficiency and availability of health care services provided to the community. Experienced employees, labor and management, may serve on special committees that are responsible for the purchase of sensitive new technology, equipment and supplies; that are considering the reorganizing of space and methods of providing service; that may review the hours of operations, and other vital factors that may contribute to the efficiency and cost-effectiveness of the service.

Recommendations emanating from the Committee must be approved by the Employee/Labor Relations & Workforce Compliance Department and the Trust President or designee before being implemented. The Trust President or designee's decision shall be final on all recommendations. The Trust President or designee's decision shall not be grievable or arbitrable, or be reviewable through impasse procedures provided for in Chapter 447, F.S.

The Public Health Trust Labor-Management Committees will meet at mutually agreeable times.

Efficient Delivery of Quality Services

The Public Health Trust and Trust employees shall fully cooperate in the efficient and effective delivery of quality services.

Employees are encouraged to report suggestions of cost savings or methods of increasing efficiency and purchasing new equipment to the Labor-Management Committee.

In order to eliminate fear of employees cooperating in improved efficiency, it is understood and agreed the Public Health Trust will endeavor to offer comparable employment to any qualified employee displaced as a result of this program.

Performance Based Compensation Projects

The Union and the Public Health Trust agree to work cooperatively to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the Public Health Trust and the Union, to effect meaningful performance based productivity gains, that are designed to enhance the effectiveness and efficiency of the Departments.

Either party shall have the right, at any time during the term of this Agreement, to reopen this Agreement only with respect to Performance Based Compensation Projects. The parties agree that they cannot unilaterally implement changes which would conflict with the terms of this Collective Bargaining Agreement.

ARTICLE 11 UNION STEWARDS AND NON-EMPLOYEE UNION BUSINESS REPRESENTATIVES

The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the Director of Employee/Labor Relations Workforce Compliance Department of the Public Health Trust by the Union.

It is agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The Supervisor's approval shall not be unreasonably withheld. It is agreed to and understood by the parties to this Agreement that there shall be a reasonable number of stewards within the Bargaining Unit. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal Trust activities, work production and services.

Every effort will be made, by both the Trust and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by Employee Representatives, Union Stewards or Non-employee Union Business Representatives shall not be done without first receiving prior approval from the employee's supervisor. Approval shall not be unreasonably withheld.

In no event shall the Trust layoff, discharge or discriminate against a Steward for action taken in the proper performance of his duty as a Steward.

Union Representatives, i.e., Non-employee Union Business Representatives, shall be certified, in writing, to the Director of Employee/Labor Relations & Workforce Compliance Department for the Public Health Trust by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such a manner as not to disrupt normal Trust activities, work production and services.

ARTICLE 12 DISCIPLINARY ACTION

1. An employee may be disciplined only for just cause.

2. Whenever it is alleged that an employee has violated any rule, regulation, or policy, that employee shall be notified as soon as possible with the employee being informed of the rule, regulation, or policy allegedly violated. Upon request, the employee shall have the right to representation in discussions concerning actual or pending Disciplinary Action.

3. The Trust agrees to promptly furnish the Union a copy of any disciplinary action notification against an employee in this Bargaining Unit. The notice of disciplinary action shall contain allegations of specific personnel rules violated by the employee. In the event the disciplinary action notification is not brought forth by the supervisor within twenty-one (21) days after the supervisor discovers the facts requiring the notice except where good cause for delay is shown, the disciplinary action will be void.

4. Any Performance Evaluation, Record of Counseling, Reprimand, or document to which an employee is entitled shall not be part of the employee's official record until the employee has been offered or given a copy.

5. Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee. Neither formal nor informal counseling is considered to be disciplinary action. Both should be viewed as efforts to improve performance. Reprimands shall be appealable by the employee to the grievance procedure up to and including Step 3. An employee who receives a Record of Counseling or a Disciplinary Action Report shall be allowed fourteen (14) calendar days from the receipt of the ROC or DAR to submit a rebuttal. By mutual agreement between parties, additional time can be granted. Employer shall have fourteen (14) calendar days to respond to the rebuttal. Failure on the part of management to meet at a mutually agreed time or to render a decision in the time agreed shall result in the DAR or ROC being withdrawn without prejudice. The formal record of counseling and rebuttal, if any, will be reviewed by the supervisor of the employee who prepared the counseling, prior to it being placed in the affected employee's personnel file.

6. An employee who is absent without authorized leave for three (3) consecutive work days and is considered to have abandoned the position shall have a right to petition the Human Resources designee for a review of the facts in the case. The Human Resources designee shall rule as to whether the circumstances constitute abandonment of position. Only facts concerning the alleged abandonment shall be considered by the Human Resources designee. The Human Resources designee's findings and rulings shall be in writing. The Human Resources designee's decision shall be final and binding.

7. The Trust shall cooperate in a reasonable manner to facilitate the Union's investigation by providing access to public records and documents related to disciplinary action in a timely fashion.

8. All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2-47 of the Miami-Dade County Code, to a Hearing Examiner. The Trust agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing to the Director of

Employee/Labor Relations & Workforce Compliance Department that a specific Hearing Examiner be removed for cause from the roster of available Examiners.

9. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissal, demotion, reduction in grade and suspension through the grievance procedure contained in Article 7 of this Agreement. The Union shall notify the Employee/Labor Relations & Workforce Compliance Department, in writing, no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance 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 procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

   In the case where the Union does not timely notify the Trust or chooses not to select the grievance procedure, then the disciplinary appeal provisions under 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 a disciplinary action under the grievance procedure then the provisions of 2-47 of the Code will not be applicable.

   A grievance, regarding suspensions, termination, or demotions may be filed by the Union directly at Step 3, to the Director or Associate Director of the Department of Employee & Labor Relations or 4 of the Grievance Procedure contained in this Agreement.

   An employee will be offered the option of forfeiting accrued personal or holiday leave in lieu of serving a disciplinary suspension. The documentation of the suspension will be a part of the employee's work record and remain in their personnel file.

10. 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 Written Reprimand or Record of Counseling 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 as no longer in effect in the employee's file.

ARTICLE 13 PERFORMANCE EVALUATION AND APPEALS

The Trust shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness and compliance with rules and regulations. The purposes of evaluation are to improve performance generally, to identify and recognize superior performance, to facilitate communication between supervisors and employees, and to provide timely and accurate information which may be used in making of personnel decisions related to employee performance.

The permanent status employee who has received an overall evaluation of unsatisfactory or needs improvement may appeal by first requesting a review of the Performance Evaluation by the Divisional Director/Vice President or their designee(s), within ten (10) calendar days of receipt of the evaluation. The Divisional Director/Vice President or designee(s) may recommend changes, alterations, or return the evaluation unchanged to the employee. If the decision of the Divisional Director/ Vice President or designee(s) is not

writing to the Employee/Labor Relations Director within ten (10) calendar days after receipt of the Division Director/ Vice President's or designee(s) decision. The affected department has the right to have a representative present throughout the entire appeal hearing.

The Employee/Labor Relations Director will appoint a three person supervisory level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The hearing shall be informal, a transcript is not to be kept and there will be no cross examination. The employee representative may ask questions of witnesses through the panel chairperson. Questions shall also be addressed to employee witnesses by panel members through the chairperson. The purpose of the panel's review is to (1) determine compliance with evaluation procedures, and (2) recommend whether the evaluation should be upheld and the reasons for this recommendation.

Within thirty (30) days following the hearing, the panel will submit a written report of their findings and decision to the Employee/Labor Relations Department. A majority of the panel may sustain or revise the evaluation, either because of failure to follow procedure or on the merits of the evaluation itself. The Employee/Labor Relations Director of will forward the panel's findings and decision to the appropriate division director/ Vice President for implementation.

There shall be no performance evaluation placed in an employee's personnel folder unless he has been first given or offered a copy. An employee's rebuttal to a performance evaluation will be made part of the evaluation record.

When an employee receives an overall Performance Evaluation of satisfactory or better the employee shall receive the merit increase for which they are eligible.

ARTICLE 14 PROBATIONARY PERIOD

All full time classified service employees hired into bargaining unit classifications shall serve a six (6) month (13 pay periods) probationary period.

An employee who has attained permanent status in a prior classification and is promoted or transferred shall serve a new three (3) month (6 pay periods) promotional probationary or transfer trial period, which begins the first day the employee actually starts working in the position.

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

ARTICLE 15 EMPLOYEE RESIGNATION

When an employee resigns his employment with the Trust and fulfills his obligation under the Public Health Trust Personnel Rules, Chapter XI, Section I, the Personnel Action Memorandum reflecting the termination of employment shall indicate the employee voluntarily resigned and was in "good standing." This Article shall not apply to employees who resign in lieu of disciplinary action.

ARTICLE 16 REGULAR PART-TIME STATUS

In accordance with PHT Policy #305, regular part-time employees are those who have worked twenty (20) hours or more per week for at least six (6) months continuously. These employees shall be entitled to personal and extended illness leave on a prorated basis in accordance with Article 24, Vacation and Leave.

Within a specific department and within a specific classification, full-time employment preference may be granted to part-time employees who qualify for permanent employment. Continuous, uninterrupted time served as part-time will be credited toward the probationary period.

A regular part-time employee who continuously works an average of eighty (80) hours or more per pay period for a consecutive six (6) month period and who applies for a posted full-time vacant position in his/her classification will be given priority consideration for that position.

In order to consistently apply step increases for regular part-time employees, regular part-time employees are eligible for step increases based on 2080 hours worked (provided the employee meets the same equal hours needed for full-time step advancement) and satisfactory performance evaluations (that is, evaluations which meet standards). The same would apply for longevity increases.

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

ARTICLE 17 RECRUITMENT AND EMPLOYMENT

The Trust will encourage and assist current Trust employees in upgrading themselves and qualifying for a promotion.

Posting of Vacancies - All vacancies for which approved requisitions have been received by the Public Health Trust's Human Resources Division shall be posted on a weekly basis to inform employees who may be eligible to apply. Effective upon ratification of this contract, every reasonable effort will be made to post the notices at least one (1) week prior to the time the vacancy is to be filled. Nothing provided herein shall invalidate or otherwise effect appointment to a vacant position.

Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection within a reasonable time.

In cases when there is a promotion, Trust policy shall be to consider present employees, provided the employee applying meets all requirements and is fully qualified.

The Public Health Trust is not obligated to give preference to County employees nor is the County obligated to give preference to Public Health Trust employees for promotional positions.

ARTICLE 18 WORK IN HIGHER CLASSIFICATION

An employee who is authorized by the Trust to temporarily assume the duties of a higher pay status classification, or in the case of LPN's working in a charge capacity, for more than one (1) full shift will receive one dollar ($1.00) per hour for all hours worked in the higher classification, or in the charge capacity in the case of LPN's.

ARTICLE 19 ACTING APPOINTMENTS

In the event an employee is placed by department authorization in a position of "acting," such employee shall be compensated at the in-hiring rate for the class to which they are "acting," provided such rate is at least one (1) pay step higher than they are currently receiving. Any time that is spent in the acting title shall not be credited toward probationary time.

Employees acting in a classification designated as job basis shall not be eligible for overtime compensation.

ARTICLE 20 TRANSFERS BETWEEN DIVISIONS OF THE PUBLIC HEALTH TRUST

Employees of the Public Health Trust may request a transfer to another operating division of the Trust if they are interested in a vacancy in that department.

If qualified for the vacant position he will be referred for consideration. Final decision is that of the hiring authority. Pay rate of the employee will not be a determining factor in acceptance or rejection of the transfer by the hiring authority.

Transferred employees will serve a new probationary period in the new position and if their performance is not satisfactory and they hold permanent status in a position in another division within the Trust, they will be returned to their original division if a vacancy exists. If no vacancies exist, the employee may remain in the classification in the current department, and be subject to any probationary period. The employee who had permanent status in a previous position will be given priority consideration for a vacant position for which the employee qualifies. The employee will be paid in accordance with that classification. As a last resort, management may open a position in a different classification and the employee will be red-circled until a position opens somewhere in the Trust comparable to his or her classification. The employee will then be offered that position. Additionally, if a vacancy occurs in the employee's previous classification within two years from the date of assignment, the employee will be recalled in inverse order providing the employee notifies the Employee/Labor Relations and Workforce Compliance Department of the vacant position within the posting period. Probationary periods for transferred probationary employees shall not be cumulative.

ARTICLE 21 VACANCIES, TRANSFERS AND REASSIGNMENTS, UNIT MERGERS AND FILLING VACANCIES

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

A. Shift Transfers. Recognizing that access to preferred shifts by employees can make an important contribution to employee morale and retention, the parties agree that employees within the unit shall be given priority for vacancies in the unit by seniority.

B. Posting of Vacancies. All vacancies shall be posted in the unit and concurrently throughout all Trust facilities. If employees in the unit under paragraph A are not interested in the vacancy, the vacancy shall continue to be posted in bulletin boards located throughout Trust facilities for a period of fourteen (14) days. Posting will continue beyond the fourteen (14) day period if necessary, until a job offer is made by Recruitment Services. With notice to the Union, the Employer may offer employment to an employee prior to the end of the fourteen (14) day posting period, provided that:

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

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

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

D. There will be no less than two (2) nor more than three (3) weeks notice to the department from which an employee is transferred. In the event that the position being vacated is critical to the operation of the unit, the employee may be retained until such time as the employee is replaced, but in no case for longer than sixty (60) days. However, for pay purposes transfer 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. In the event there are no vacancies in the classification and no probationary/trial employee in the classification, the employee will be given priority consideration for a vacant position for which the employee qualifies. The employee will be paid in accordance with that classification. As a last resort, management may open a position in a different classification and the employee will be red-circled until a position opens somewhere in the Trust comparable to his or her classification. The employee will then be offered that position. Additionally, if a vacancy occurs in the employee's previous classification within two years from the date of assignment, the employee will be recalled in inverse order providing the employee notifies the Employee/Labor Relations and Workforce Compliance Department of the vacant position within the posting period.

Section 2. REASSIGNMENT PROCEDURE

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

1) Meeting dates will be scheduled with the Division Vice President/Director/Director of Nursing, Employee/Labor Relations Director and the Union to discuss the reassignment.

2) Appropriate available positions will be frozen.

3) The Employer will notify the Union, in writing, of the affected unit(s); the affected employees by name, seniority; 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 seniority basis.

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) Seniority will prevail in the selection of the appropriate available positions.

7) In the event two or more employees have the same seniority in the classification, the employee with the earliest date of employment will be considered the senior employee.

8) This procedure will not be used in the event of a layoff.

Section 3. Unit Mergers

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

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 seniority in the affected classification of the new merged unit will be reassigned and/or offered the opportunity to voluntarily demote.

However, the parties agree to meet, upon request, to discuss and negotiate specific situations.

ARTICLE 22 LEADWORKER

Leadworkers, shall not serve as a "Rater" of performance reports of other employees.

A Leadworker shall be selected from the permanent employees in the same or similar classification and department and have the necessary skills and knowledge to perform the job.

An employee designated as a Leadworker, shall receive a one (1) step wage differential and such differential shall not affect merit increases or anniversary dates.

If a Leadworker is rated on the basis of supervisory ability, it will only be to the extent actually exercised.

Leadworkers shall be assigned or removed at the sole discretion of the Trust.

ARTICLE 23 LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

Section 1. Procedure

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

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

B. The procedure will apply to full and regular part-time bargaining unit employees in the statuses of permanent, substitute, and probationary. Seniority points in the classification will be based on date of employment and will be calculated for each affected employee as determined by the years, months, and days since the employee's original date of employment. 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. Seniority credit will be given to an employee who has volunteered for military service during peacetime, provided the employee is re-employed within ninety (90) days of release from military service. Seniority credit will be given for the service time prior to and during military service.

Qualified veterans will receive veteran's preference in accordance with the law.

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

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

E. Full-time employees will automatically bump into any classification within the bargaining unit in which they previously held permanent status.

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

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

H. All time served in the higher classification will be credited as time served in lower classifications.

I. Employees who have been displaced will be given priority consideration for other opportunities.

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

K. Employees, other than Union Stewards previously identified under Article 11, of this Agreement, shall be laid off in accordance with seniority on the job as discussed above. Union Stewards will be the last in their classification to be laid off. Once a quarter, the Union will provide a listing of Union Stewards to the Director of Human Resources.

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. Any sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.

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

ARTICLE 24 VACATION AND LEAVE

The employer provides a certain number of paid hours per year to be used for rest, relaxation, vacation, sickness, and other personal needs. Employees in the bargaining unit employed by the Trust will receive personal leave hours in lieu of annual leave hours, sick leave hours, and holidays. Except as provided herein, requests for leave will be granted based on date of request.

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. Requests for planned personal leave of more than three (3) days shall be submitted at least sixty (60) 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 unit coverage. Response to vacation requests will be in writing and will be provided to the employee no later than fourteen (14) calendar days after the date of submission of the request. If a second request is denied, the employee may request the supervisor to meet with the union representative and Employee/Labor Relations within fourteen (14) days of the denial to discuss the matter.

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 No. 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 regular part-time employees, after six (6) months of equivalent 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 to 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.

(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 Earned 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	12.00	39

*Calculations are based on 8-hour shifts.

(3) Full-time employees who are assigned to work regularly scheduled ten (10) hours 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 (12-1/2) shifts shall earn an additional thirty eight and one half (38.5) hours of personal leave per year (shorter or longer periods up to the cap of time will be prorated).

E) Regular 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, FYE), 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 Hours 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 shifts of any spell of illness. After 3 years, 2 shifts of personal leave are used for illness and after 10 years, one shift 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. 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 shift of a spell of illness.

The first three (3) consecutive shifts of illness shall be paid out in personal leave account, if available. The three (3) day shift 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) shift of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive shift 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) shifts paid extended illness leave per leave year.

H. Employees with less than thirty (30) years full-time continuous Trust/County employment who retire or resign from the Trust 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 yrs.	-	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 Trust/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

Annual Vacation Scheduling Procedure

Seniority will be a priority consideration in approving vacation requests submitted January 1 through January 31 of each year. Vacation requests will be submitted sixty (60) in advance unless extenuating circumstances give rise to emergency request. Response to vacation requests will be in writing. Employees should be encouraged not to incur obligations for vacation expenses until the vacation request is approved.

No employee shall be denied vacation because such time begins, ends or includes a weekend(s) on which he/she is scheduled to work, provided the request is made prior to the schedule being posted.

No employee shall be required to make up a weekend which occurred during an approved vacation or leave, however, weekends shall be distributed as equally as practicable in accordance with Article 33 #3.

All other times during the vacation year, requests will be scheduled on a "first come, first served" basis.

Section 4. Funeral Leave

Full-time employees who have completed nine (9) pay periods of PHT service will be granted three (3) days of emergency funeral leave with pay in the event of 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 5. Military Leave

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

ARTICLE 25 DISABILITY LEAVE

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

ARTICLE 26 DEATH BENEFITS

When a full-time employee dies and it has been determined that his survivors are not entitled to Trust-provided job related death benefits, in addition to compensation for accumulated annual leave, holiday leave and other monies due to the employee, the Trust will pay the employee's beneficiary in accordance with Compensation & Benefits Policy #322.

Regular part-time employees are not eligible for this death benefit.

ARTICLE 27 EDUCATIONAL LEAVE

Employees shall be granted educational leave with pay by Department Heads to attend training, meetings, educational courses or seminars provided such attendance will benefit the Trust. Such leave will include, but not be limited to, training in order to retain present positions or training for other classification specific certifications. Although the Trust encourages attendance at workshops and seminars for professional growth, departmental work needs must have primary consideration.

It is the employee's responsibility to obtain the necessary Continuing Education Units (CEUs') for re-licensure and to submit the request well in advance to ensure re-licensure before expiration.

Employees in classifications that require re-licensure and certification shall be granted the necessary educational leave to obtain CEUs' required for re-licensure or certification in accordance with the following criteria:

A. The employee applies at least thirty (30) days in advance, in writing, specifying the course, institute, workshop or class the employee wishes to attend.

B. The employee obtains permission from his/her supervisor to attend.

C. Such leave does not interfere with staffing.

D. The employee submits proof of attendance to his/her supervisor.

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

ARTICLE 28 LEAVE WITH PAY

Leave with pay shall be authorized in accordance with this Collective Bargaining Agreement and the PHT/ Miami Dade County Leave Manual for the reasons listed below. If the Trust/County proposes changes to the PHT/Miami Dade County Leave Manual during the term of this Collective Bargaining Agreement, the Trust shall negotiate the impact of the proposed changes with the Union.

1. Jury Duty

For employees to serve on jury duty. Employees serving on Federal jury duty may retain up to a twenty dollar ($20.00) daily jury fee and employees serving on State, County, or Circuit jury duty may retain up to a ten dollar ($10.00) daily jury fee; however, any jury fee received in excess of these amounts shall be retained by the Trust.

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 the service. To be excused, employees should present official notice of jury duty or subpoena to their immediate supervisor at least ten (10) days prior to court date. If official notice has been provided to the employee less than ten (10) days prior to their call to service, the employee will provide notice to their immediate supervisor within five (5) working days of the employee's actual notice of the scheduled event or as soon as possible.

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

2. Meetings

Employees will be paid to be in attendance at official or educational meetings if directed by the Department.

3. Negotiations

Employees will be paid to be in attendance at official or educational meetings if directed by the Department.

3. Negotiations

Twenty (20) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the Trust. These employees shall be designated in writing to the Director of Employee/Labor Relations for the Public Health Trust. The employees shall give reasonable notice to their supervisors.

4. Release Time

The Union President and two (2) employees will be released from duty with pay to administer this agreement. The Union shall make written application for such leaves sixty (60) days in advance. Employees granted such leave shall continue to accrue bargaining unit seniority during the term of their leave.

5. Employees Designated by the Union to Attend Union Functions

The total amount of time granted to all employees cumulatively seeking leave under this provision shall not exceed eighty-five (85) working days for Public Health Trust bargaining unit employees in any contract year.

6. Administrative Leave

Administrative Leave shall be granted to employees to take County and Public Health Trust Civil Service exams and to appear for job interviews in connection therewith.

ARTICLE 29 LEAVE OF ABSENCE WITHOUT PAY

The Division Director/ Vice President may grant a leave of absence to an employee with permanent status for a period not to exceed one (1) year. Eligible employees may be granted leaves of absence for approved Family and Medical Leave (FMLA) reasons, for sickness and disability, for religious holidays, to engage in a course of study and for other good and sufficient reasons in the best interest of the Trust service.

Requests for extension of a leave of absence beyond the period initially approved shall require the approval of the Division Director/ Vice President or designee and the Human Resources Vice President.

ARTICLE 30 VOTING

The Trust 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 Trust 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

3. More than one-half (1/2) of the hours of the scheduled shift must be between 7:00 a.m. and 7:00 p.m. on election day.

ARTICLE 31 HOLIDAYS

A. The following major holidays are observed by the Public Health Trust:

New Year's Day	Christmas Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day/July 4th	Friday After Thanksgiving
Labor Day	

B. Eligible employees working in units that are closed on holidays shall have the option either to take the day off as Personal Leave, or to work in their own/other areas of the bargaining unit if such work is available and/or needed to be completed as approved by the supervisor.

C. The Trust shall have the authority to determine and schedule the actual day on which a Trust recognized holiday will be observed.

ARTICLE 32 OVERTIME COMPENSATION

It shall not be the policy of the Trust to have its employees work frequent or consistent overtime. However, when non-job basis employees are directed to work overtime, in addition to their regular hours, they shall be compensated as follows:

The rate of time and one-half of the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal workday. Additionally, 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.

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 in which there is a holiday recognized under Article 31, (the exception being Thanksgiving week when two (2) personal leave days may be taken) when both holidays count toward the calculation of overtime.

An employee who works at least two (2) hours beyond the normal work day shall be allowed one-half (1/2) hour for meal time with pay. An employee who works at least three (3) hours before normal starting time shall be allowed one-half (1/2) hour meal time with pay provided he/she completes the normal shift. This one-half (1/2) hour meal break shall be scheduled and taken at the direction of the Trust, within reasonable proximity to the normal dinner hour. Such one-half (1/2) hour shall be considered as time worked.

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

If an employee's schedule is changed to meet staffing needs, the employee will be consulted. However, an employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.

Overtime worked shall be reflected on the pay stub. The Trust shall upon request provide the Union with lists of overtime distribution among the employees.

Giving consideration to organizational sub divisions of each Department, assignments and shifts, the Trust shall distribute overtime work among employees as equally as practicable.

This Article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week.

Job basis employees shall not be eligible for overtime compensation.

Overtime shall not be paid more than once for the same hours worked.

ARTICLE 33 WORK SCHEDULING

It is agreed to and understood by the parties to this Agreement that:

1. The standard work week at the Public Health Trust commences at 12:00 midnight each Sunday and ends at 12:00 ~~p.m.~~ midnight the following Sunday.

2. The standard number of working hours for full-time employees during any standard work week will normally be forty (40) hours or unless otherwise specified in the PHT Pay Plan.

3. 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.

4 Employees who are assigned to work ten and a half (10½) shifts shall be paid overtime based on a forty (40) hour work 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.

5. Employees who are assigned to work twelve and a 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 (3) fifteen (15) minute paid rest periods within each scheduled shift. No individual working twelve and a 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,

6. The Trust shall make every reasonable effort to rotate schedules within assigned shifts to distribute weekend assignments equally.

7. If an employee's schedule is changed to meet staffing needs, the employee will be consulted. However, an employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.

8. An employee's work schedule may change with a minimum of thirty (30) days notice to the employee and the union. The employee may agree to work the new work schedule in less than thirty (30) days. This paragraph shall not apply to work areas where the Public Health Trust has traditionally used mixed weekly work schedules on a regular work basis to meet demands for service.

9. This article is to be construed only as a basis for determination of overtime and shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the Trust's right to reduce the employee's hours of work in accordance with Article 23 - Layoffs, Recall and Reemployment Rights.

10. The Trust will have the authority to establish and implement employees work schedules.

11. The Trust may offer Trust Licensed Practical Nurses (LPN's) the same alternative schedules which Registered Nurses will be offered. Other direct patient care workers may be offered alternative schedules solely at the discretion of the Trust.

12. 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 assignments may continue to be approved.

    A. The Employer will make every effort to avoid asking bargaining unit members regularly assigned to 3:00PM to 11:00PM or night shift to rotate to another shift.

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

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

14. Except when demonstrated to be more expensive, AFSCME Local 1363 Bargaining Unit employees will be offered overtime before any agency, pool and/or temporary employees.

15. (a) In addition to the current full time status of 40 hours, for employees in the classifications of Practical Nurse 1 & 2, Nursing Assistant 1 & 2, Patient Care Associate, Patient Care Technician, Hospital Unit Secretary and Support Associate 1, 2 & 3, 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.

    (b) In selected areas as identified by Management, these 3-12 hour shifts as described in paragraph (a) may be offered to individual employees in other classifications.

ARTICLE 34 CALL-BACK

Employees called back to work shall be guaranteed at least four (4) hours pay, which shall be considered hours worked for the purpose of determining overtime compensation,

provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Such employees may be required to work at least four (4) hours.

Employees who are not required by the Department to actually work the entire four (4) hour guarantee time period and are subsequently recalled during this initial four (4) hour period shall not receive an additional guarantee of four (4) hours pay.

ARTICLE 35 ON-CALL

Hourly paid employees at the Public Health Trust (PHT) in classifications that are placed on call by an authorized hospital representative for periods not contiguous to their normal work hours will receive $25.00 per shift from Monday through Friday and $35.00 per shift on Saturday, Sunday and Holidays for on-call pay.

ARTICLE 36 JOB BASIS

Employees in classification titles designated in the Pay Plan with a plus (+) are assigned to a job basis work schedule. Employees serving in these positions are required to work varying work schedules as necessary to accomplish the required work, and if more than forty (40) hours of work are required, overtime provisions shall not apply.

Job-basis employees who were directed to and worked in excess of their normal work schedule shall be granted administrative leave. Such leave may not be granted on an hour for hour basis.

However, job basis employees shall receive adequate time off.

Consistent with the need to complete assigned tasks, a job basis employee who is required to work late on a night preceding a work day may not be held to the normal reporting time if approved by an appropriate level supervisor.

ARTICLE 37 EMERGENCY WORK

1. When an emergency is declared by the President of the Public Health Trust and all employees are generally excused from work because of the emergency, those employees required to work during an emergency will be paid in accordance with the provisions under Article 31, Overtime Compensation, for all time worked during the emergency. This shall not apply to job-basis personnel.

2. The Trust possesses the sole right and authority to take any emergency actions as determined necessary to carry out services and adjust operational requirements during any emergency or extraordinary circumstances as determined solely by the President of the Public Health Trust or his designee.

ARTICLE 38 WAGES

First Year 2008-2009

Effective the beginning of the first pay period in 2009, (when County employees receive their wage increase) 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.). This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Second Year 2009-2010

Effective the beginning of the first pay period in 2010, (when County employees receive their wage increase) 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.). This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Third Year 2010-2011

Effective the beginning of the first pay period in 2011, (when County employees receive their wage increase) 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.). This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

The Trust 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 consult with the Union concerning the amount of such adjustments and the reasons therefore.

Effective the first pay period following final ratification of the Agreement, two steps will be added to the EEG Tech salary ranges. Employees in this classification will be placed in the new salary range at their current rate of pay. Maxed out, L1 and L2 employees, who receive increases as a result of range adjustment, will retain their current anniversary date and will not lose time credited for future progression.

Effective the first pay period following final ratification of the Agreement, three steps will be added to the Cardiac Cath Tech salary ranges. Employees in this classification will be placed in the new salary range at their current rate of pay. Maxed out, L1 and L2 employees, who receive increases as a result of range adjustment, will retain their current anniversary date and will not lose time credited for future progression.

ARTICLE 39 ENTRANCE PAY RATES

Progression from step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance.

If the Public Health Trust should pay an entrance pay rate for a new employee with no experience above Pay Step 1 of the appropriate pay range, all other identical bargaining unit classification shall receive the same pay rate as the entrance pay rate if their pay rate is below

the step of the entrance pay rate. However, the Public Health Trust may bring in an applicant above the entrance pay rate based on experience.

Qualified internal applicants will be afforded consideration for promotional opportunities.

ARTICLE 40 TRADES ALLOWANCE

Employees with permanent status in the following classifications will receive a trades allowance amounting to one additional pay step.

OCCUPATIONAL CODE	CLASSIFICATION
406	Biomedical Engineering Technician
401	Biomedical Equipment Technician I
820	Carpenter
823	Electrician
806	Maintenance Mechanic
834	Mason
827	Painter
828	Spray Painter
833	Plasterer
841	Plumber
844	Refrigeration Mechanic
848	Sign Painter
835	Welder

ARTICLE 41 TOOL ALLOWANCE

1. Employees in the position classifications of Biomedical Equipment Technician I, Carpenter, Electrician, Hospital Audio Visual Technician, Maintenance Mechanic, Mason, Plasterer, Plumber, Refrigeration Mechanic, Locksmith and Welder who are required by the Trust to provide their own hand tools in accordance with required tool lists, established and maintained by the Trust for each classification, will receive $435.00 net per year as a total tool allowance to be paid in two (2) equal installments on or about May 15, and November 15, of each year.

2. Employees in the position classifications of Maintenance Repairman (Automotive) who are required by the Trust to provide their own hand tools in accordance with required tool lists, established and maintained by the Trust for this classification, will receive $210.00 net per year as a total tool allowance to be paid in two equal installments on or about May 15, and November 15 of each year.

3. Each tool list shall include only those tools that are appropriate for the safe and efficient performance by the employee of the work called for by his job classification. Reasonable substitution of tools shall be permitted with authorization of the supervisor. When changes are made in the list, or new tools required, a reasonable period of time shall be allowed each employee to purchase the tools necessary for him to comply with the tool list covering his job classification. The Trust shall make no requirements with respect to brand name or place of purchase of required tools, however; standards of

quality set by the Trust must be met. The tool list shall not include tools or equipment heretofore considered and used as shop tools.

4. Each employee required by Trust policy to provide his own hand tools in accordance with the required tool lists shall have such tools available on the job to perform assigned tasks. Employees accept responsibility to use proper tools for particular jobs in accordance with accepted practices or instructions of supervisors. Failure to comply with the requirements of this Article shall result in the loss of the tool allowance for the pay periods in which such noncompliance occurs.

5. Employees who are unable to complete a full six (6) month period in pay status shall receive the tool allowance prorated on a biweekly basis for all pay periods completed.

ARTICLE 42 UNIFORM ALLOWANCE

Full-time employees who are required by the Public Health Trust policy to wear a prescribed uniform, which is not provided by the Trust, shall receive the following uniform allowance:

a) $100.00 per year if required to wear a prescribed cover coat, smock or vest in addition to their normal attire.

b) $200.00 per year if required to wear a full uniform. The definition of what constitutes a "full" uniform shall be made by the Management Committee but shall include any combination which restricts the color or design of the employee's clothing including shirts, pants, skirts, blazers, etc.

Uniform allowances will be paid once per year in the month of January to those employees who are required to supply their own uniform and are on the payroll at time of payment.

The Trust shall provide vouchers once, each January for the purchase of safety boots to all Equipment Operators and to all Environmental Workers who strip and wax floors. Safety boots must meet Trust requirements.

ARTICLE 43 VEHICLES

The Trust shall have the sole right and authority to determine the assignment of vehicles and to remove the assignment at its discretion. The President of the Public Health Trust shall have the sole authority to determine vehicle assignments external to normal shift assignment. Vehicle assignments are understood by the parties to be based upon operational necessity as determined solely by the Trust.

Vehicles assigned by the Trust to be used by bargaining unit employees shall be kept in safe running condition. Whenever the employee operating the vehicle learns of a defect or has knowledge that the vehicle needs repair, the employee shall promptly submit a job order to his immediate supervisor. Job orders will be handled as promptly as circumstances permit.

ARTICLE 44 SPLIT SHIFT PAY DIFFERENTIAL

Employees required by their Department to work an eight (8) hour shift with interim time off which consumes more than one (1) hour will receive one (1) pay step in addition to the

normal pay rate. Split shift pay differential will not be included in the payment for any accrued leave upon separation.

ARTICLE 45 LONGEVITY BONUS

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

1. Upon completion of 15, 16, 17, 18, and 19 years of full-time continuous Trust Service a 1.5% bonus payment of base salary.

2. Upon completion of 20, 21, 22, 23 and 24 years of full-time continuous Trust Service a 2.0% bonus payment of base salary.

3. Upon completion of 25 years or more of full-time continuous Trust Service a 2.5% bonus payment of base salary.

Effective the beginning of the first pay period in January, 2001, amend the current annual longevity bonus payments in accordance with the following schedule:

Years of Completed Full-Time Continuous Trust Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

ARTICLE 46 MILEAGE PAYMENTS

When it is necessary for an employee to use his private vehicle to enable him to perform assigned duties on Trust business, he shall be reimbursed in accordance with Administrative Policy # 338, Use of Private Vehicle For Trust Business.

ARTICLE 47 PHARMACY DISCOUNT

Employees in the bargaining unit may purchase hospital formulary drugs from the Trust's Outpatient Pharmacy during its regular operating hours; pursuant to the PHS340B purchasing contract. The charge to the employee will be acquisition cost plus 10% with no minimum. All prescriptions must be paid in cash on the day they are dispensed.

ARTICLE 48 PAY ADVANCES

An employee may request his vacation pay checks in advance of any scheduled annual leave by submitting a request to the departmental payroll office at least twenty-one (21) calendar days prior to leaving on annual leave.

ARTICLE 49 BACK PAY/PAY CHECK ERRORS

An employee shall be entitled to recover, without penalty to the Trust, funds due him by reason of errors in the implementation or administration of the Trust Pay Plan and other applicable regulations affecting pay. Payroll errors committed by the Trust of $50 or 15% of the employee's net pay for the pay period, whichever is greater shall entitle the concerned employee to receive a payroll voucher. Upon notification by the concerned employee, this payroll voucher shall be processed by close of business the next business day whenever possible. All other payroll errors shall be rectified with the employee's next regular paycheck whenever possible.

The Trust shall be entitled to recover, in a timely manner without interest, all funds determined by the Trust to have previously been paid in error to an employee. The Trust shall have the right to effect such recovery of funds through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment to the employee, or at the minimum rate of fifty dollars ($50) per pay period, whichever rate is greater. In the case of an employee demonstrated hardship, the minimum rate will be twenty-five dollars ($25) per pay period. The specific recovery rate shall be determined through an agreement between the concerned employee and the HR-ER Department, upon notification to the concerned employee. The concerned employee shall have ten (10) calendar days from date of notification to contact the appropriate HR-ER representative and stipulate to a specific recovery rate in accordance with this contract provision. Failure by the concerned employee to make the necessary arrangements within the specified ten (10) calendar day period shall result in the necessary paycheck deductions being automatically effected by the Trust at a rate the Trust deems appropriate.

The Trust has the right to recover the full amount of erroneous payments to an employee in the event the employee separates from Trust service, including the right to make necessary deduction from the employee's terminal leave pay.

This Article shall be administered in accordance with the applicable Statute of Limitations.

ARTICLE 50 NIGHT SHIFT PAY DIFFERENTIAL AND WEEKEND DIFFERENTIAL

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 3:00 p.m. and 7:30 a.m. shall be entitled to receive a differential of seventy-five cents ($.75) per hour for the entire work shift. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate, but not the night shift premium rate.

Employees assigned to work shifts which are equally divided before and after 3:00 p.m. will be entitled to receive a pay differential of fifty cents ($.50) per hour for the entire work shift.

Employees assigned to work a twelve (12) hour or longer shift that begins between 6:30 a.m. and 9:30 a.m. shall be entitled to receive a shift differential of seventy-five cents ($.75) per hour.

Employees receiving night differential as of October 1, 1979, including employees assigned by the Trust to a rotating night shift, will receive either the above cents per hour differential or have the amount of their current shift differential frozen in cents per hour whichever is greater. Employees receiving night differential as of October 1, 1979, who are removed from a rotating night shift by the Trust and reassigned to the day shift and have the night shift differential removed and are subsequently reassigned to a night shift shall receive either the seventy-five cents ($.75) or fifty cents ($.50) shift differential, whichever is appropriate, or have their current shift differential frozen in cents per hour, if that differential is greater.

This night shift pay differential does not apply to the classifications shown differently in Exhibit 1B (Shift Differentials).

Night shift pay differential is not paid for hours worked in excess of forty (40) hours in the work week.

Night shift pay differential is a "plus item" and not to be construed as part of base pay for purpose of terminal paid leave and payment of compensatory time or holiday leave upon separation from Trust service.

Employees will not be transferred or rotated from one shift to another by the Trust for the purpose of avoiding payment of night shift differential.

Weekend Differential

Except as shown differently for classifications listed in Exhibit 1B, (Shift Differentials), employees will be paid twenty-five cents ($.25) per hour for each hour worked between 7:00 p.m. on Friday and 7:30 a.m. on Monday providing the employee's shift begins at 7:00 p.m. or later on Friday.

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.

ARTICLE 51 NIGHT SHIFT INCENTIVE

Licensed Practical Nurses employed at the Public Health Trust who complete four (4) consecutive and uninterrupted months of service on the 11:00 p.m. to 7:00 a.m. shift will receive five (5) days of rest and recuperation leave. Procedures for administering this plan are in accordance with those approved by the Hospital Operations Committee May 2, 1974.

Only those Licensed Practical Nurses who are assigned and working the 11:00 p.m. to 7:00 a.m. shift as of September 30, 1986 will be eligible to receive this night shift incentive. Licensed Practical Nurses who are hired, promoted or transferred to the 11:00 p.m. to 7:00 a.m. shift on or after October 1, 1986 shall not be eligible to receive this night shift incentive.

ARTICLE 52 TIME IN GRADE PROVISION

Employees shall receive additional pay step increments for continuous service in the same classification. Eligibility calculations for service in grade requirements are based on Trust service after October 1, 1957, as described below:

1. Advancement to the first "Time in Grade" step shall be made after completion of five (5) consecutive years service at the maximum rate of the salary range. Such advancement will be one (1) pay step beyond the normal maximum rate.

2. Advancement to the second "Time in Grade" step shall be made after completion of five (5) consecutive years at the first "Time in Grade" step of the salary range. Such advance will be one (1) pay step beyond the first "Time in Grade" step.

ARTICLE 53 SAFE DRIVING AWARDS

An employee who drives or operates mobile equipment fifty percent (50%) of the time in performance of their duties, and possesses a valid driver's license shall receive awards for safe driving, including a pin, annually, with the number of safe driving years thereon.

After the fifth year, the employee will receive an award of FIVE DOLLARS ($5.00) for each consecutive year of safe driving completed.

Should the employee have a preventable accident, the employee starts over the first day after the accident.

ARTICLE 54 GROUP HEALTH INSURANCE

The Trust'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.

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.

The Trust's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. 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 Trust's Group Health Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.

2. The Trust will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the individual practice association model HMO currently administered by AV-MED or Humana.

3. The Trust will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO and group/staff model HMO

currently administered by CAC United Health Care Health Maintenance Organization.

4. The Trust will provide an annual $1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for Trust employees eligible for group health insurance or the Flexible Benefits Plan.

5. All employees enrolled in the Trust'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.

ARTICLE 55 TRAINING AND TRAINING PROGRAMS

The Trust and the Union agree that the training and development of employees within this Bargaining Unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the Trust relative to the training of employees within this Bargaining Unit. The Trust will consider recommendations and improvements submitted by the Union. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees within this Bargaining Unit.

Non-job basis employees required by their department to attend classes or training programs, within the geographical limits of Miami-Dade County, in order to retain their present jobs or position, shall receive the applicable rate of pay for all hours exceeding their regularly scheduled work week. However, at their sole discretion, the Department shall have the option to change, modify or adjust employee's work schedules to allow for training to comprise the normal work week or work day in place of the regularly assigned shift and in this case overtime provisions shall not apply.

ARTICLE 56 SAFETY AND HEALTH

Section 1

It is the responsibility of the Trust to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

Section 2

The Trust and the Union insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in disciplinary action.

Section 3

If an employee believes he is being required to work under unsafe conditions, he shall (l) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Department Safety Officer and Trust's Risk Management Division; (3) file a grievance if no corrective action is taken during that day's work.

Section 4

Employees who work at jobs or in areas deemed by the department or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the department as necessary for their protection. Such devices and equipment will be provided by the Trust. When such equipment has been prescribed by the department or Risk Management Division, it shall be furnished by the Trust at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

Section 5 - 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.

C. 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 Hospital –Wide Committee Meetings.

D. 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.

AFSCME may 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.

E. Safe Patient Handling & Minimal Lift Team

Consistent with the hospital commitment to provide a safe and healthy workplace for employees and to ensure the highest quality care, 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 necessary to develop an effective plan.

ARTICLE 57 BLOOD BANK AND DONORS

Employees wishing to donate blood shall be granted reasonable leave, with prior approval of their supervisor, without loss of pay for the purpose of donating blood.

ARTICLE 58 ON-THE-JOB INJURY REPORTS

An employee shall receive a copy of the "on-the-job injury" report after it has been read to him and he has signed a copy. The supervisor shall not refuse to report an injury or attempt to dissuade an employee from reporting an injury, whether or not such report is timely or untimely.

ARTICLE 59 BULLETIN BOARDS

The Trust will furnish the Union with sufficient bulletin board space for up to four (4) Union notices, size 8 1/2" x l4" at each of the agreed locations. The Union shall submit items, other than meeting and election notices, to the Director of Employee/Labor Relations & Workforce Compliance Department prior to posting. It is intended for purpose of interpretation that bulletin boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

The time clock boxes, as long as they are used by the Trust, may be used for distribution of Union literature, as defined above. The Trust agrees not to destroy or discard the Union literature contained in the time clock boxes

ARTICLE 60 ORIENTATION

The Trust orientation program for Employees upon initial hire shall continue.

When an employee is asked to perform duties of a different kind but still within his/her job classification, an orientation should be given as soon as practical.

Employees shall not refuse an order to perform those new duties unless the employee can demonstrate that a safety or health consideration exists and that the employee has notified his/her immediate supervisor of his/her concerns. If the employee and the supervisor do not agree on the matter, the employee will direct his/her concerns to the Management personnel designated by the Employer to resolve the possible danger hazards. The decision of this designated Management personnel shall be final. The employee/Union maintains the right to file a grievance in accordance with Article 56, Safety and Health.

ARTICLE 61 PARKING FACILITIES

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

The Employer will provide one (1) month free parking for all employees whose cars are vandalized or stolen, provided that all security protocols are followed.

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

ARTICLE 62 CHILD CARE

The parties agree that the provision of quality, non-profit child care facilities on site at the Public Health Trust can have a beneficial impact on employee morale, absenteeism and turnover. Therefore, it is agreed that, if either party requests it during the six (6) months prior to the expiration of this Agreement, the parties shall establish a joint Child Care Committee to study the feasibility of on-site child care centers, including their costs and the degree of employee interest. The Committee shall present its findings and any recommendations to both parties at least sixty (60) days prior to the expiration of this Agreement.

ARTICLE 63 SERVICES TO THE UNION

1. Upon request, the Trust agrees to furnish the Union once a year one copy of the following for employees in the Bargaining Unit:

   a) Names and classification titles.

   b) List of employees by occupation.

   c) Once every six (6) months a list of new bargaining unit employees hired during the previous six (6) months.

2. The Trust agrees to notify the Union within a reasonable period of time and whenever possible within thirty (30) days prior to any public hearing in which personnel matters, relative to this Bargaining Unit, are to be the subject of discussion.

3. The Trust agrees to provide the Union with the following documents and publications (one (I) copy, unless otherwise indicated):

   Public Health Trust Agendas and Minutes
   Public Health Trust Committee Agendas and Minutes
   Public Health Trust Personnel Policies and Procedures
   Administrative Orders and Personnel Policy Procedures
   Training and Benefit Bulletins
   Classifications Specifications (3)
   Employee Newspapers
   Proposed Budget
   Final Budget
   Table of Organization
   PHT Pay Plan (10)

5. Special conferences for important matters will be arranged between the Union President and the Director of Employee/Labor Relations, or their designated representatives upon request of either party. Such meeting shall be between at least two (2) representatives of the Trust and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

6. The Trust, upon written request, will provide the Union, at no cost, one (1) set of labels per calendar year containing the names and work location of bargaining unit employees. Any additional requests for labels shall be paid for by the Union.

ARTICLE 64 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

1. The Union recognizes that management possesses the sole right, duty, and responsibility to operate and manage the Trust and direct the work force, and the rights, authority, and discretion which the Trust deems necessary to carry out its responsibilities and missions shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by this Agreement shall remain solely within the discretion of the employer modify, establish or eliminate. The rights contained in this Article shall be exercised consistently with Article 67 -Prevailing Benefits.

2. The Trust reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulations including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the express written provisions of this Agreement. This right and authority shall include but is not limited to the Trust's right to revise promotional criteria and the duration of promotional eligibility lists.

3. These rights and powers include, but are not limited to the authority to:
   a. Determine the missions and objectives of the Trust;

   b. Determine the methods, means and number of personnel needed to carry out Departmental responsibilities;

   c. Take such actions as may be necessary to carry out services during emergencies declared by the President of the Public Health Trust;

   d. Direct the work of the employees, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;

   e. Discipline or discharge employees for just cause;

   f. The right to make reasonable rules and regulations. The Trust will inform the Union of any changes in the existing rules and regulations and the establishment of new rules and regulations before such changes are made effective;

   g. Schedule operations and shifts;

   h. Introduce new or improved methods, operations and facilities;

   i. Hire, examine, classify, promote, train, transfer and assign employees;

   j. Schedule and assign overtime work as required;

   k. Contract out for goods or services provided that the Trust give the Union at least) sixty (60) days written notice in contracting out for services currently being

performed by bargaining unit employees. The notice will be provided as soon as is practicable but in no event later than members of the general public are notified. Upon request by the Union, the Trust will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees. The Trust agrees that, when a department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union.

This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law.

l. Determine the utilization of technology;

m. Such other rights, normally consistent with management's duty and responsibility for operation of Trust services; provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decisions may have on terms and conditions of employment.

4. 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.

5. The Trust, in exercising its rights, will not preclude the Union from raising a grievance for an act which is alleged to violate this Agreement.

ARTICLE 65 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 the 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 Departments' 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 66 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements and Memoranda of Understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled Term of Agreement and Reopening. The Parties specifically waive the right to bargain during the term of this Agreement with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE 67 PREVAILING BENEFITS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other benefits of a similar nature currently in effect shall remain in effect under conditions upon which they have previously been granted.

Nothing in this article shall prevent the Trust from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The Trust will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

ARTICLE 68 APPLICABILITY OF AGREEMENT

The general provisions herein contained are mutually agreed to by the County and Trust and the Union. The specific provisions of this Agreement are mutually agreed to by the Trust and the Union and shall be binding on the Trust and the Union, or each, as the context may require. Provisions binding upon the Trust shall be interpreted as binding upon all administrative Trust officials to abide by and perform as specified.

Nothing contained herein shall be interpreted to prevent or restrict the Trust from entering into agreement with other organizations of the Trust employees for benefits the same, in addition to, greater than, or different from those contained herein.

ARTICLE 69 SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared 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 portions 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 70 STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the employees or the Union, and there will be no lockouts by the Trust for the duration of this Agreement. The Union guarantees to support the Trust fully in maintaining operations in every way.

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

It is recognized by the parties that the Trust is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the Trust and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Trust shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law. Provided, however, in any action brought by the Trust, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support such action.

In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the Trust, the Union shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

ARTICLE 71 TIME LIMITS

For purposes of interpretation, all time limits contained in this Agreement shall be considered met so long as the postmarked date on a certified letter is in compliance with the specified time limit, when the postal service is utilized.

ARTICLE 72 GENDER REFERENCE

All pronouns used in this Agreement shall be deemed to apply to both sexes, regardless of the particular gender of the pronoun actually used.

ARTICLE 73 SENIORITY

To the extent feasible in fulfilling its mission and responsibilities and where job performance and job skill factors are equal among affected employees, the departments will give full and fair consideration to employees' seniority based on an employee's date in the

Unit/Department and in the classification when determining vacation scheduling, shift assignments, overtime work assignments on a holiday, and training programs.

If requested by the Union, decisions and determinations made under this Article will be a proper subject for a consultation meeting between representatives of the Union, the affected department, and the Trust Employee/Labor Relations & Workforce Compliance Department.

ARTICLE 74 SPECIAL WAGE PROVISIONS

Effective the beginning of the first pay period in October 2005, full time bargaining unit employees will continue to receive a $50.00 biweekly pay supplement.

ARTICLE 75 TERM OF AGREEMENT AND REOPENING

The Collective Bargaining Agreement between the Public Health Trust and the Dade County Public Employees Local 1363, AFSCME, AFL-CIO, shall be effective October 1, 2008 and continue to September 30, 2011.

Either party shall have the right, in accordance with the provisions of Article 10 Labor Management Committee, during the term of this Agreement to reopen this Agreement only with respect to Performance Based Compensation Projects.

In the event that during the term of this Agreement (October 1, 2008 to September 30, 2011) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 38 Wages, the Union will have the right to request the reopening of negotiations with respect to Article 39 Wages only.

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.

AFSCME has the right to reopen this Agreement to discuss issues related to personal leave/vacation cashout, Article 24, Section 1 (H) upon implementation of information technology changes.

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

Either party may require by written notice to the other between June 1, 2011 and not later than June 30, 2011, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2008. If neither party shall submit such a written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2008 through September 30, 2011.

ARTICLE 76 ANESTHESIA TECHNICIANS

Anesthesia Technicians who work double shifts and are scheduled to return to work within eight (8) hours of the time the shift ends will be allowed four (4) hours administrative leave time at the beginning of the next scheduled shift. The employee will have an option of using PL time to cover the remainder of the shift. This will allow the employee not to report back to work until after eleven and a half (11½) hours have elapsed.

ARTICLE 77 CERTIFIED NURSING ASSISTANTS

1. While nothing shall prevent a suitably qualified CNA I from promotion to CNA II at any time, all CNA I's shall automatically be promoted to CNA II pay status at the end of twenty-four (24) months from their date of hire, only providing that the CNA I's evaluation has met standards.

2. CNA I's will be promoted to CNA II at any time earlier than twenty-four (24) months if the CNA I "exceeds standards" in the performance evaluation.

ARTICLE 78 CORRECTIONS HEALTH SERVICES/WARD D PAY SUPPLEMENT

Employees working in Corrections Health Services and Ward D will continue to receive a one-step pay supplement as long as they work in these areas. The one step will be removed in the event the employee transfers from Corrections Health Services/Ward D.

In conjunction with this pay supplement, Ward D employees may be assigned to other Corrections Health Services facilities on an as need basis.

ARTICLE 79 EDUCATIONAL CERTIFICATION BONUS

All full-time employees who obtain a specific certification in their area of practice shall receive a one (1) time bonus of $150.00 following receipt of the certification or recertification.

This bonus is for certification received in addition to the certification required for the classification. Employees who currently have an additional certification shall receive the bonus effective the third pay period following final ratification of this Agreement.

ARTICLE 80 GRANT POSITIONS

Grant positions are defined as positions that have alternate funding from sources outside of the Public Health Trust. Grant positions are typically funded for specific periods of time and for specific amounts of money that cover wages and benefits. Grant positions can be full-time (scheduled for 40 hours per week) or part-time (scheduled for 30 to 35 hours per week or scheduled for under 30 hours per week). Subject to the following conditions, grant positions are included within the bargaining unit if they are full-time grant positions or part-time grant positions scheduled for 30 to 35 hours per week, provided:

A. Individuals in grant positions may not file grievances over the loss of such position due to loss of funding.

B. Individuals in grant positions are entitled to wage increases, health insurance benefits, and other benefits only if the same are provided for in the funding source. If the cost of the increase or the benefit is not included in the funding source, there is

no entitlement to the increase and no grievance may be filed with respect to the increase.

C. Any restriction placed on a position by the funding source is applicable and is not subject to the grievance procedure.

D. The decision as to whether to seek an alternate source of funding is within the complete discretion of the Public Health Trust and is not subject to the grievance procedure.

E. All new hires shall be made aware of the Public Health Trust policy and procedures which will be available upon request for review.

PERMANENT FULL-TIME EMPLOYEES

Permanent full-time employees who have been involuntarily assigned to grant positions that are later eliminated due to loss of funding shall be transferred to comparable positions in accordance with Public Health Trust policy and this collective bargaining agreement.

ARTICLE 81 MEAL CARDS

Effective the beginning of the first pay period immediately following ratification and approval by the Board of County Commissioners, employees working in Nutrition Services will be provided a meal card with a value of $5.25 per scheduled work shift. Effective twelve (12) months after this pay period, the card value will be increased to $5.50 per scheduled work shift. Effective twelve (12) months after this pay period, the card value will be increased to $5.75 per scheduled work shift.

The meal card shall be useable at the Jackson cafeteria, as well as at any other eating establishments on the PHT complex operated by the same providers who manage the cafeteria and have card readers available.

ARTICLE 82 REST PERIODS, MEALS, AND LOUNGE AREAS

The Trust agrees that every effort shall be made to provide two (2) fifteen (15) minute rest periods within the eight (8) hour work schedule or three (3) fifteen (15) minute rest periods for twelve (12) hour work schedules. At the discretion of the Supervisor, two (2) fifteen (15) minute breaks may be taken in conjunction with the mid-shift meal.

The Employer agrees to provide adequate lounge space, or equivalent lounge space in all new or acquired facilities. In the event of relocation of this space due to remodeling/construction, every effort will be made for alternate lounge space provided patient care and business needs are not compromised. The Employer and the Union will agree in writing that the alternate lounge space is acceptable.

Consistent short staffing shall not be considered sufficient reasons for constant denial of the two (2) fifteen (15) minute breaks or denial of the mid-shift meal break.

ARTICLE 83 TRAINING PAY

If an employee is called upon to train another employee for more than three (3) days, the employee performing the training will be given a one (1) step pay increase for the additional duties being performed for the length of the training period. This pay step will cease at the end of the training period.

ARTICLE 84 CONSECUTIVE SHIFTS

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

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

ARTICLE 85 CROSS TRAINING PROGRAMS

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

When cross-training programs are available or necessary, the employer will first seek volunteers. Selection from volunteers shall be made by seniority unless specific criteria is required as pre-established by Management. Criteria will be shared prior to posting of vacancy when opportunity is available. If there are insufficient volunteers to meet departmental needs, employees shall be assigned in inverse order of seniority. Volunteers must meet licensure requirements of the position. The Employer agrees to make cross-training programs and opportunities available to employees in the same classification and same department on an equitable basis.

ARTICLE 86 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.

EXHIBIT 1A
PUBLIC HEALTH TRUST CLASSIFICATIONS
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

CLASSIFICATION	OCCUPATIONAL CODE
ACCOUNT CLERK	059
AMBULATORY SYSTEMS TECHNICIAN	671
ANESTHESIA TECHNOLOGIST	868
AUTOMOTIVE EQUIPMENT OPERATOR 1	811
AUTOPSY AIDE	335
BIOMEDICAL ENGINEERING TECHNICIAN	406
BIOMEDICAL EQUIPMENT TECHNICIAN 1	401
BLOODLESS CENTER REPRESENTATIVE	898
BUYER	053
CARDIAC CATHETERIZATION TECHNICIAN	398
CARDIOLOGY TECHNICIAN 1	397
CARPENTER	820
CASHIER 1	051
CASHIER 2	052
CAT SCAN TECHNOLOGIST	339
CENTRAL SERVICE ASSISTANT	681
CENTRAL SERVICE TECHNICIAN	683
CENTRAL SUPPLY ASSISTANT	680
CHILDCARE WORKER	249
CLERK 1	001
CLERK 2	002
CLERK STENOGRAPHER 2	022
CLERK TYPIST 1	011
CLERK TYPIST 2	012
CLINICAL INFORMATION ANALYST	137
CMH ADMISSIONS REPRESENTATIVE	577
CMH CLERICAL SUPPORT 1	578
CMH CLERICAL SUPPORT 2	579
CMH CLERICAL SUPPORT 3	580
CMH COUNSELOR 1	582
CMH MEDICAL RECORDS ANALYST	591
CMH OUTREACH WORKER	593
CMH PREVENTION WORKER	595
CMH RESIDENTIAL WORKER	611
CMH SR MAINTENANCE TECH	613
CMH VEHICLE OPERATOR	615
COMMUICATION SERVICE REPRESENTATIVE	865
COMPUTER OPERATOR 1	165
COMPUTER OPERATOR 2	166
COMPUTER SPECIALIST	195
COMPUTER TECHNICIAN 2	193
COOK 1	717

CLASSIFICATION	OCCUPATIONAL CODE
COOK 2	718
COOK 3	719
COURT RECORDS SPECIALIST	255
CT SCAN TECHNOLOGIST	330
CT SCAN TECHNOLOGIST 2	476
CT SCAN TECH, OUTPATIENT IMAGING CTR	337
CUSTODIAL WORKER 1	754
CUSTODIAL WORKER 2	755
CYTOTECHNOLOGIST 1	331
CYTOTECHNOLOGIST 2	332
DATA CONTROL TECHNICIAN 1	158
DATA CONTROL TECHNICIAN 2	159
DENTAL ASSISTANT	480
DIETETIC TECHNICIAN	715
DISPATCHER	691
DOSIMETRIST	370
DRIVER ATTENDANT	673
DRIVER MESSENGER	007
DUPLICATING EQUIPMENT OPERATOR	044
DUPLICATING FORMS CLERK	010
ECHOCARDIOGRAPHER	368
ELECTRICIAN	823
ELECTROENCEPHALOGRAPH TECHNICIAN	381
EMERGENCY MEDICAL TECHNICIAN	675
EMERGENCY ROOM TECHNICIAN 1	268
EMERGENCY ROOM TECHNICIAN 2	269
EMERGENCY SUPPORT TECHNICIAN	265
EMERGENCY/SPECIAL CARE ASSOCIATE	080
ENDOSCOPY TECHNICIAN	399
ENGINEERING DRAFTER 2	204
ENVIRONMENTAL CLERK	005
ENVIRONMENTAL EQUIPMENT OPERATOR	753
ENVIRONMENTAL WORKER	751
ER TECHNICIAN	266
FAMILY SUPPORT WORKER	082
FOOD SERVICE WORKER 1	709
GROUNDSKEEPER	801
HEALTH RECORDS ANALYST	510
HEALTH SERVICES ASSOCIATE	079
HEALTH SERVICES CLERK	004
HEALTH SERVICES REPRESENTATIVE 1	676
HEALTH SERVICES REPRESENTATIVE 2	677
HISTOPATHOLOGY TECHNICIAN	325
HMO CLAIMS EXAMINER	539
HMO CLAIMS PROCESSOR	538
HOPISTAL PROCUREMENT SPECIALIST	050

CLASSIFICATION	OCCUPATIONAL CODE
HOSPITAL AUDIO VISUAL TECHNICIAN	081
HOSPITAL AUTOMATED SYSTEMS TECH	404
HOSPITAL BILLING CLERK	508
HOSPITAL COMMUNICATIONS SPECIALIST	670
HOSPITAL COMMUNICATIONS TECHNICIAN	405
HOSPITAL ELIGIBILITY SPECIALIST 1	641
HOSPITAL PAYROLL CLERK	055
HOSPITAL REFUSE WORKER	750
HOSPITAL SECURITY SPECIALIST	748
HOSPITAL UNIT SECRETARY	506
HOSPITAL UNIT SECRETARY FLOAT POOL	308
HYPERBARIC CHAMER OPERATOR	376
INFORMATION SPECIALIST	058
INFRASTRUCTURE TECHNICIAN	409
INTENSIVE CARE UNIT ASSISTANT	263
INTERPRETER	743
INVENTORY CLERK	047
IT CUSTOMER SERVICES REPRESENTATIVE 1	791
IT CUSTOMER SERVICES REPRESENTATIVE 2	792
LABORATORY ASSISTANT	301
LABORATORY TECHNICIAN	302
LABORER	804
LAUNDRY EQUIPMENT OPERATOR	774
LAUNDRY SPECIALIST	775
LAUNDRY WORKER 1	776
LAUNDRY WORKER 2	777
LOCKSMITH	805
MAILROOM CLERK	008
MAINTENANCE REPAIRMAN	813
MATERIAL SERVICES TECHNICIAN	149
MATERIALS SYSTEMS SPECIALIST	544
MATERIEL HANDLER	150
MATERIEL RECORD CLERK	060
MC-AUTHORIZATION FACILITATOR	787
MEDICAL ASSISTANT	894
MEDICAL RECORDS CODER	511
MEDICAL SECRETARY 1	031
MEDICAL SECRETARY 2	032
MEDICAL SURGICAL ATTENDANT	273
MEDICAL TRANSCRIPTIONIST	035
MENTAL HEALTH HOSPITAL SPECIALIST	874
MESSENGER	006
MINI COMPUTER PROGRAMMER/ANALYST 2	187
MRI TECHNOLOGIST	347
MRI TECHNOLOGIST 2	477
MRI TECH, OUTPATIENT IMAGING CTR	364

CLASSIFICATION	OCCUPATIONAL CODE
NEIGHBORHOOD WORKER	441
NETWORK ANALYST	180
NURSING ASSISTANT 1	251
NURSING ASSISTANT 2	252
NUTRITION ASSISTANT	714
NUTRITION UTILITY WORKER	716
NUTRITION WORKER	711
OFFICE SUPPORT SPECIALIST 1	018
OFFICE SUPPORT SPECIALIST 2	019
OFFICE SUPPORT SPECIALIST 3	020
OPERATING ROOM TECHNICIAN 1	258
OPERATING ROOM TECHNICIAN 2	259
ORTHOPEDIC TECHNICIAN	742
PAINTER	827
PATIENT CARE ASSOCIATE	078
PATHOLOGY ASSOCIATE 1	320
PATHOLOGY ASSOCIATE 2	321
PATHOLOGY ASSOCIATE 3	322
PATIENT BENEFIT/ACCOUNT AUDITOR	861
PATIENT CARE TECHNICIAN	276
PATIENT FIANANCE TRAINER	118
PATIENT FINANCE ASSOCIATE	530
PATIENT FINANCE SPECIALIST	866
PATIENT PLACEMENT CENTER ASSOCIATE	116
PATIENT REPRESENTATIVE	744
PATIENT SERVICES SPECIALIST	890
PEDORTHIST	422
PHARMACY ASSISTANT	491
PHARMACY TECHNICIAN	490
PHLEBOTOMIST	323
PHYSICAL THERAPY AIDE	429
PHYSICAL THERAPY ASSISTANT	430
PLASTERER	833
PLUMBER	841
POLYSOMNOGRAPHIC TECHNOLOGIST	446
POWER SYSTEMS TECHNICIAN	815
PRACTICAL NURSE 1	261
PRACTICAL NURSE 2	262
PROCUREMENT OFFICE CLERK	016
PROCUREMENT SUPPORT SPECIALIST	027
PROCUREMENT TECHNICIAN	870
PROSTHETIST	426
PROSTHETIST/ORTHOSTIST TECHNICIAN	420
PROSTHETIST/ORTHOTIST	423
PROSTHETIST/ORTHOTIST ASSISTANT	421
PULMONARY FUNCTION TECHNOLOGIST	880

CLASSIFICATION	OCCUPATIONAL CODE
QUALITY ASSURANCE ANALYST	518
QUALITY ASSURANCE COORDINATOR 1	521
QUALITY ASSURANCE COORDINATOR 2	522
RADIATION THERAPY TECHNOLOGIST 1	371
RADIATION THERAPY TECHNOLOGIST 2	372
RADIOLGOIC TECHNOLOGIST 2	342
RADIOLOGIC SPECIAL PROC. TECHNOLOGIST	856
RADIOLOGIC TECHNOLOGIST 1	341
RADIOLOGIC TECH 1, OUTPATIENT IMAGING CTR	334
RADIOLOGY SUPPORT ASSOCIATE	346
RECREATION LEADER	419
REFRIGERATION MECHANIC	844
REGISTERED RESPIRATORY THERAPIST - PEDI	482
REGISTERED RESPIRATORY THERAPIST	410
REHABILITATION ASSISTANT	449
RESPIRATORY THERAPIST	414
RESPIRATORY THERAPIST - PEDI	483
RESPIRATORY THERAPY TECHNICIAN 1	411
RESPIRATORY THERAPY TECHNICIAN 2	412
SECRETARY	038
SEMI-SKILLED LABORER	803
SENIOR DUPLICATING TECHNICIAN	009
SENIOR EMERGENCY ROOM TECHNICIAN	267
SENIOR MAILROOM CLERK	013
SHIPPING/RECEIVING SPEC 1	067
SHIPPING/RECEIVING SPEC 2	068
SPECIAL DUTY ATTENDANT 1	028
SPECIAL DUTY ATTENDANT 2	029
SR TELECOMMUNICATION TECHNICIAN	408
STRESS TECHNICIAN	T02
SUPPLY CLERK	045
SUPPORT ASSOCIATE 1	074
SUPPORT ASSOCIATE 2	075
SUPPORT ASSOCIATE 3	076
SUPPORT ASSOCIATE FLOAT POOL	309
SUTURE/ENDOSCOPY TECHNICIAN	304
SYSTEMS ANALYST 1	181
SYSTEMS ANALYST 2	182
SYSTEMS PROGRAMMER	175
TELEMETRY TECHNICIAN	354
TELEPHONE CONSOLE OPERATOR 1	188
TRANSCRANIAL DOPPLER TECHNICIAN	T01
TRANSPORT AIDE	690
TRANSPORT REPAIRMAN	692
ULTRASOUND TECHNOLOGIST	351
ULTRASOUND TECHNOLOGIST 2	478

CLASSIFICATION	OCCUPATIONAL CODE
ULTRASOUND TECH 1, OUTPATIENT IMAGING CTR	366
WASTE MANAGEMENT OPERATOR	752
WEB TECHNICIAN	557
WELDER	835

EXHIBIT 1B
SHIFT DIFFERENTIAL RATES

CLASSIFICATION	SHIFT	SHIFT DIFFERENTIAL
BIO-MED ENG TECH	EVE	$ 2.850
	NIGHT	$ 3.450
	WKND	$ 1.000
BIO-MED EQP TECH 1	EVE	$ 2.500
	NIGHT	$ 3.000
	WKND	$ 1.000
BIO-MED EQP TECH 2	EVE	$ 3.000
	NIGHT	$ 3.600
	WKND	$ 1.000
BLOODLESS CTR REP	EVE	$ 2.500
	NIGHT	$ 3.000
	WKND	$ 1.000
CAT SCAN TECH	EVE	$ 3.300
	NIGHT	$ 4.000
	WKND	$ 2.000
CARDIAC CATH TECH	EVE	$ 2.850
	NIGHT	$ 3.200
	WKND	$ 2.000
DIETETIC TECH	EVE	$ 1.350
	NIGHT	$ 1.600
	WKND	$ 0.650
DOSIMETRIST	EVE	$ 3.800
	NIGHT	$ 4.500
	WKND	$ 0.650
HEMODIALYSIS TECH	EVE	$ 1.350
	NIGHT	$ 1.600
	WKND	$ 1.000
HISTOPATH TECH	EVE	$ 2.600
	NIGHT	$ 3.100
	WKND	$ 2.000
HOSP COMM TECH	EVE	$ 2.600
	NIGHT	$ 3.100
	WKND	$ 1.000
HOSP SECURITY SPEC	EVE	$ 1.800
	NIGHT	$ 2.150
	WKND	$ 1.000
HUS	EVE	$ 1.250
	NIGHT	$ 1.750
	WKND	$ 0.900
HYPERBAR OPERATOR	EVE	$ 2.450
	NIGHT	$ 3.000
	WKND	$ 1.000

CLASSIFICATION	SHIFT	SHIFT DIFFERENTIAL
INTERPRETER	EVE	$ 1.950
	NIGHT	$ 2.300
	WKND	$ 1.500
LABORATORY TECH	EVE	$ 1.650
	NIGHT	$ 2.000
	WKND	$ 0.600
LPN 1 & 2	EVE	$ 2.900
	NIGHT	$ 4.000
	WKND	$ 1.000
MENTAL HEALTH HOSPITAL SPEC	EVE	$ 1.250
	NIGHT	$ 1.830
	WKND	$ 0.990
MINI-CMPTR PRG ANLST 2	EVE	$ 3.000
	NIGHT	$ 3.600
	WKND	$ 0.250
MRI TECH	EVE	$ 3.400
	NIGHT	$ 4.100
	WKND	$ 2.000
O.R. TECH 1 & 2	EVE	$ 2.000
	NIGHT	$ 3.000
	WKND	$ 1.500
PATIENT BEN ACCT AUD	EVE	$ 2.950
	NIGHT	$ 3.500
	WKND	$ 0.250
PATIENT REP	EVE	$ 2.480
	NIGHT	$ 3.000
	WKND	$ 1.000
PCT	EVE	$ 1.250
	NIGHT	$ 1.500
	WKND	$ 1.000
PHARMACY TECH	EVE	$ 2.000
	NIGHT	$ 2.400
	WKND	$ 1.000
PROSTHET/ORTHOT	EVE	$ 4.250
	NIGHT	$ 4.700
	WKND	$ 0.250
Q.A. ANALYST	EVE	$ 2.950
	NIGHT	$ 3.500
	WKND	$ 0.250
Q.A. COORDINATOR 1	EVE	$ 2.500
	NIGHT	$ 3.000
	WKND	$ 0.250
Q.A. COORDINATOR 2	EVE	$ 2.600
	NIGHT	$ 3.100

	WKND	$	0.250

CLASSIFICATION	SHIFT	SHIFT DIFFERENTIAL	
RAD SPECIAL PRCD TECH	EVE	$	2.950
	NIGHT	$	3.500
	WKND	$	1.000
RAD TECH 1 & 2	EVE	$	2.950
	NIGHT	$	3.500
	WKND	$	2.000
REG RESP THERAPIST (adult)	EVE	$	2.950
	NIGHT	$	3.250
	WKND	$	2.000
REG RESP THERAPIST (PEDI)	EVE	$	2.950
	NIGHT	$	4.150
	WKND	$	2.000
RESP THERAPIST (adult)	EVE	$	2.850
	NIGHT	$	3.200
	WKND	$	2.000
RESP THERAPIST (PEDI)	EVE	$	2.850
	NIGHT	$	4.150
	WKND	$	2.000
RESP THER TECH 1 & 2	EVE	$	2.000
	NIGHT	$	2.500
	WKND	$	1.750
ULTRASOUND TECH	EVE	$	3.300
	NIGHT	$	4.000
	WKND	$	2.000

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

LOCAL 1363

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES UNION

AFL-CIO

OCTOBER 1, 2008 – SEPTEMBER 30, 2011

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ARTICLE 1 AGREEMENT

This 2008-2011 Collective Bargaining Agreement is entered into by and between Miami-Dade County and the Public Health Trust collectively, hereinafter referred to as the Trust or Public Health Trust, and the Dade County Public Employees Local 1363, AFSCME, AFL-CIO and is effective the beginning of the first pay period immediately following ratification of the contract by the Board of County Commissioners.

All new or amended provisions contained in this Agreement shall be effective upon ratification, unless a different effective date is specifically provided for in the affected article.

ARTICLE 2 PURPOSE

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

Upon ratification and approval by the Board of County Commissioners, 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.

All pronouns used in this Agreement shall be deemed to apply to both sexes, regardless of the particular gender of the pronoun actually used.

ARTICLE 3 RECOGNITION

1. The Employer recognizes AFSCME, Local 1363, as the sole and exclusive collective bargaining representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

   The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 1363, is as follows:

   - Included: All full-time and regular part-time nonprofessional, non supervisory operational service, administrative and office and clerical personnel employed jointly by Miami-Dade County and the Public Health Trust.

   - Excluded: All professional, supervisory, managerial and confidential personnel employed by the County or the Public Health Trust of Miami-Dade County, and all other temporary, seasonal, substitute and emergency personnel employed by the Public Health Trust of Miami-Dade County and all other temporary, seasonal, substitute, and emergency personnel employed by the County or the Public Health Trust (as defined in the County and the Trust personnel rules) and all employees covered by the collective bargaining certifications, including but not limited to that of Miami-Dade County, Florida, Employees Local 199 of the American Federation of State, County and Municipal Employees, AFL-CIO.

2. Probationary, exempt, conditional, and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida/Public Health Trust, Personnel Rules, Pay Plan and other regulations in effect prior to the execution of this Agreement and there shall be no applicability of this contract or change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such applicability or changes are specifically stated in this Agreement with reference to such employees.

3. It is agreed that if and when new position classifications are created by action of the Public Health Trust, the questions of inclusion or exclusion within the Bargaining Unit shall be settled in accordance with state law.

ARTICLE 4 NONDISCRIMINATION

There shall be no discrimination against any employee by the Employer or the Union because of race, color, sex, creed, national origin, marital status, age, disability, sexual orientation, political affiliation, religion, Union membership, or for engaging in any lawful Union activities.

This Article is intended solely to comply with the criteria enumerated above and applicable Federal and State statutes.

ARTICLE 5 UNION DUES

1. Upon receipt of written authorization from an employee, the Public Health Trust agrees to deduct the regular Union dues and uniform assessments of such employee from his/her biweekly pay and remit such deduction to the Treasurer of the Union within ten (l0) days of the date of deduction.

2. The Union will notify the Public Health Trust, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. The Union will notify the Public Health Trust, in writing, at least ninety (90) days prior to the date any uniform assessment will be deducted. Uniform assessments shall be limited to one (1) request per calendar year. The Public Health Trust, with at least ninety days prior written notice, will provide a payroll deduction for the Union's political action committee.

3. An employee may revoke his dues deduction by providing a thirty (30) days written notice to the Public Health Trust and the Union. Notice to the Public Health Trust alone shall not be sufficient. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable sections of this Article.

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

5. It is agreed and understood that the Public Health Trust, through its Managers, Department Directors, Division Directors, supervisory employees, and those employees not included in this Bargaining Unit, will take no action to either encourage or discourage membership in the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

ARTICLE 6 GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a dispute between the Employer and the Union and/or the employees concerning the interpretation or application of a specific provision of this Agreement, and such grievance shall be processed and disposed of in the following manner:

Step 1

An employee having a grievance and/or the employee's Union representative shall discuss it with the employee's immediate supervisor within five (5) working days of the occurrence or knowledge giving rise to the grievance, whichever is later. The Employer shall respond to the employee or the employee's Union representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2

If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the response in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or the Union representative and presented by the grievant and/or the Union representative to the Director of Nursing/Administrator or designee, after which a meeting to discuss the merits of the grievance shall be held within five (5) working days. The grievance in Step 2 shall be answered by the Employer in writing within five (5) working days after the meeting to discuss the grievance.

Step 3

If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the response in Step 2, be presented by the grievant and/or Union representative in Step 3. The grievance shall be presented in this step to the Director of Employee/Labor Relations and Workforce Compliance Department or his or her designee. The Union may, upon submission of a grievance in Step 3, request a settlement conference for the purpose of exchanging information in resolution of the grievance. A settlement conference shall be granted as of right. It is agreed that either party may or may not present witnesses at the discretion of either party during the settlement conference. The settlement conference shall be held within ten (10) working days of submission of the grievance at Step 3. The Employer shall respond in writing within five (5) working days after the date of the settlement conference or submission, if no settlement conference is requested. The time limits for the submission of a grievance by the employee/Union representative, the setting of a settlement conference, or the Employer's response may be extended by mutual agreement in writing for no more than an additional five (5) working days at each of the above-referenced steps.

INTERPRETATION

Section 1 – A conflict between the Employer and the union concerning the way a specific provision of the Agreement is understood or enforced is resolved by following a three-step "grievance procedure."

Step 1 requires the complaining employee and/or Union representative *to notify the immediate supervisor within five (5) working days of the precipitating event or knowledge of the event. The Employer must then respond to the complaint within five (5) working days from*

receipt of the complaint or grievance. If the grievance is not settled at this *stage, the grievance proceeds to Step 2.*

Step 2 requires that a written submission, signed by the complaining employee and/or the union representative, be given by the complaining employee and/or union representative *to his/her department head (or other designated employer representative) within five (5) working days in order to discuss the merits of the grievance. The Employer must submit a written answer within five (5) working days following the joint meeting. If the grievance is not settled at this stage, it proceeds to Step 3.*

Step 3 requires the complaining employee and/or *union representative to present the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other designated Employer representative) within five (5) working days after the written answer by the Employer in Step 2 has been received by the employee or the union representative. The union may request a settlement conference to further investigate or resolve the complaint; either party may decide to present witnesses on his or her behalf at the settlement conference or may opt to not produce witnesses. The hearing settlement conference, if requested, must be held within ten (10) working days of the union's submission of the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other specifically designated Employer representative). If no settlement conference is requested, the Employer's written answer to the grievance is due within five (5) working days; if a settlement conference is held, the Employer's written answer is due within five (5) working days after the conclusion of the settlement conference. Extensions for time within which the employee/union representative is to submit a written grievance, a settlement conference is to be held or the Employer's written response is to be submitted, may be granted by mutual written agreement but only for a maximum of an additional five (5) working days at each of these steps.*

SECTION 2.

Any grievance shall be void which is not presented for disposition through the grievance procedure described herein within ten (10) working days of the occurrence or condition which it is claimed gave rise to the grievance.

INTERPRETATION

Section 2 - The grievance must be presented within ten (10) *working days of the occurrence. If it is not submitted timely, it may not be processed through the grievance steps.*

SECTION 3.

Upon being submitted to Step 2 of the Grievance Procedure, the grievance shall be reduced to writing. The written grievance must set forth all of the following:

A. The date and time when the grievance arose;
B. A statement of the grievance and facts;
C. The remedy requested;
D. The violation of the specific provision of the agreement which is claimed; and
E. Signature of the aggrieved employee and/or the Union representative.

All Employer responses required in Steps 1, 2 and 3 above shall be in writing directed to the aggrieved employee with a copy furnished to the Union. A rejection of a grievance at any step of the Grievance Procedure by the Employer must contain the reasons for the rejection.

INTERPRETATION

Section 3 – The written grievance submitted pursuant to Step 2 shall contain the following information: 1) date and time of the activity or condition being grieved; 2) a description of the grievance and supporting facts; 3) a description of the initial resolution requested; 4) identification of the precise provision of the Agreement affected; and 5) signatures of the complaining employee and/or the union representative. Furthermore, the Employer is required to furnish the aggrieved employee and the Union a written response to a grievance in Steps 1, 2 and 3 above. In class grievances, the copies will be directed to the Union only and not the employees. If the Employer rejects the grievance, the written response must set forth the reasons for the rejection.

SECTION 4.

Failure on the part of the Employer to respond to a grievance at any step shall be deemed a denial thereof, and the Union may proceed to the next step.

INTERPRETATION

Section 4 – If the Employer does not respond to the grievance at any of the above referenced steps, it will be assumed that the Employer is denying the grievance at that step as of the last day for answering and the union may proceed to the next step.

SECTION 5.

Any disposition of a grievance from which no appeal has been taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

INTERPRETATION

Section 5 – If no appeal of a decision is made within the time limits specified in Steps 1-3, the grievance is considered to have been resolved and will not be entertained again at a later date.

SECTION 6.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge, suspension or demotion, health and safety or union rights may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article.

INTERPRETATION

Section 6 – A grievance concerning a discharge, suspension or demotion, health and safety or union rights need not follow Steps 1 and 2; the complaining employee and/or union may immediately present the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other specified designated Employer representative) as instructed in Step 3, as long as the grievance is presented within ten (10) working days of the discharge, suspension or demotion, health and safety or union rights.

SECTION 7.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and stated holidays as provided in Article 31, and any other holidays officially recognized by the Employer for Human Resources Department employees.

INTERPRETATION

Section 7 – The term "working days," as used in Steps 1 – 3 excludes Saturdays, Sundays, and any other holidays recognized by the Employer or its Human Resources employees.

SECTION 8

A grievance which affects two (2) or more divisions, and which the Director of Nursing/Administrator or designee in Steps 1 and 2 lack authority to settle, may initially be presented at Step 3 by the Union representative.

INTERPRETATION

Section 8 – If the complaint affects a large number of employees or a whole class of employees and the Employer's designated representative does not have the authority to settle such a matter, the union representative may proceed directly to Step 3 and present the grievance to the Director of Employee/Labor Relations and Workforce Compliance (or other specifically designated Employer representative).

SECTION 9

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 under Steps 1 and 2 of the Grievance Procedure.

SECTION 10

The parties acknowledge that as a principle of interpretation, employees are obligated to work as directed while grievances are pending.

SECTION 11

Any subjects excluded from the Arbitration procedure (Article 7) shall also be excluded from the grievance procedure. Reprimands and issues for which other appellate procedures are provided in the Code for Administrative Orders of Miami-Dade County, and/or Public Health Trust Personnel Rules and other provisions of this Agreement, and formal counseling are not subject to review as grievances.

ARTICLE 7 ARBITRATION

SECTION 1.

A grievance, as defined in the grievance procedure, which has not been resolved, may be referred to arbitration by the Union within thirty (30) calendar days of the date of the Employer's response at Step 3. The Union shall notify the Employer in writing of its desire to arbitrate the issue submitted in the original grievance and provide a copy of the grievance. Upon receipt of notification, the Employer and the Union representative will attempt to select a mutually acceptable arbitrator. If they are unable to agree upon an arbitrator within thirty (30) calendar days after written notification, the grievance shall be referred to the American Arbitration Association (AAA) for arbitration under the Association's voluntary labor arbitration rules by the Employer. In the event that the Union fails to refer the grievance to arbitration by giving written notification within thirty (30) calendar days to the Employer, the Employer's response in Step 3 of the grievance procedure shall be final and binding upon the employees, the Employer and the Union.

INTERPRETATION
Section 1 – If the grievance remains unresolved after completing the 3-Step Grievance Procedure, the union may submit, within thirty (30) calendar days after the date of the Employer's answer referenced in Step 3, a written notice of its intent and desire to arbitrate the matter. If the Employer and the union are unable to agree upon a mutually acceptable arbitrator within thirty (30) calendar days of the date of the written notice, the grievance will be referred to the American Arbitration Association ("AAA") and be subject to the AAA voluntary arbitration rules by the Employer. If the union fails to pursue the matter to arbitration, the Employer's answer in Step 3 of the Grievance Procedure will be final and binding on the employees, Employer and union.

SECTION 2

At the request of either party there shall be a certified court reporter at the hearing. Each party will pay its own expenses and will share equally in expenses incurred in arbitration including the fees and expenses of the AAA, the court reporter and the arbitrator and the cost of the transcript. Each party shall bear the expense of its own witnesses. 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.

INTERPRETATION
Section 2 – Although the fees due to the arbitrator, AAA and the court reporter as well as the cost of the transcript will be paid in equal parts by the parties, each party is responsible for the costs incurred by its own witnesses.

SECTION 3

The award of the Arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees.

INTERPRETATION
The arbitrator's decision is final and binding on all parties (Employer, union and employees.)

SECTION 4

In the event that two or more grievances become ready for arbitration at the same time in the grievance procedure, there shall be a separate arbitrator selected and assigned to each case and a separate date fixed for each hearing unless the grievance is a class grievance. The parties, however, by mutual consent, can agree to have two or more cases heard on the same date by the same arbitrator.

INTERPRETATION
Section 4 – Each grievance will be heard and decided by a separate arbitrator, regardless of whether two or more grievances are ready for arbitration at the same time. If the Employer and the Union representative agree, two (2) or more cases may be heard on the same date by the same arbitrator. Class grievances will be heard by the same arbitrator at the same time as the other class members.

SECTION 5

The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be final and binding when in accordance with the

jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this Agreement and the Arbitrator shall have no right to amend, modify, nullify, ignore or add, change, or subtract from the provisions of this Agreement.

INTERPRETATION
Section 5-In making his/her decision, the arbitrator is permitted only to interpret and apply the provisions of the Agreement between the parties.

SECTION 6
The Employer shall have no right to invoke the grievance procedure or request that a matter be brought to arbitration.

INTERPRETATION
Section 6 – The Employer may not file a grievance or request that a matter be brought to arbitration.

SECTION 7
All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, or holidays.

INTERPRETATION
Section 7 – For the purpose of calculating the due dates as specified by this article, Saturdays, Sundays and holidays recognized by the Employer for Human Resources Department employees should not be counted.

SECTION 8
Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment.

Matters excluded from the grievance procedure under Article 6, Section 11, shall be excluded from arbitration.

SECTION 9
The union shall have the right to any facts or public documents regarding matters upon which arbitration has been requested. The Union shall be able to conduct a full investigation of the matters upon which arbitration has been requested. All requests of the Union pursuant to this provision shall be fulfilled within a reasonable period of time after the request is made. When the Union states that they have not had sufficient time to prepare, a postponement shall be requested by the Union.

INTERPRETATION
Section 9 – As a principle of interpretation, "a reasonable period of time" within the meaning of this provision shall mean within a sufficient time prior to an arbitration hearing to permit the Union to properly prepare its case.

ARTICLE 8 CLASSIFICATION APPEAL

1. Whenever an employee has reason to believe they are misclassified, he may apply for a review of their classification, in writing, to their immediate supervisor. Such request including a job description prepared by the employee and commented upon by the Department. This shall be forwarded to the Human Resources Capital Management Division by the employee's department within twenty (20) calendar days of receipt of request. Within thirty (30) calendar days of receipt of the request for reclassification, the Human Resources Capital Management Division shall render a decision in writing.

2. If the employee is not satisfied with the decision, he/she may, within fourteen (14) working days request in writing, a hearing by the Human Resources Director. At the hearing, the employee may be accompanied by a representative of their choosing and may produce any documents and evidence to support the claim for reclassification. The Human Resources Director will explain the basis for the decision in writing in the event the request is denied. The Human Resources Director shall hold such hearing within thirty (30) calendar days of the request.

3. Whenever the Human Resources Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Human Resources Director determines that there is no existing appropriate classification. In such cases, the Human Resources Director shall establish the classification, job description and pay range, which shall be maintained during the term of this Agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was initiated.

4. The Human Resources Director decision shall be final, subject to review by the President of the Public Health Trust or designee.

ARTICLE 9 JOB DESCRIPTION AND APPEAL

1. No employees covered by this Agreement shall be required to do work outside their job classifications, except under emergency conditions as declared by the President of the Public Health Trust, or an authorized representative.

2. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the Public Health Trust shall discuss with the Union the proposed change in job descriptions, the Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

3. If the Union is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 2 above, request a hearing before the Human Resources Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.

4. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the Public Health Trust may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees as long as the tasks and duties assigned fall within skills and other factors common to the classification.

5. It is understood by the Parties, the duties to be added in the proposed change in the job description shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the Public Health Trust, other than the addition of new duties, shall be reasonable under the circumstances.

6 Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided that Union and Public Health Trust will agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues. Appropriate Public Health Trust Management shall appear in support of the proposed changes. The decision of the Human Resources Director shall be final, subject to review of the President of the Public Health Trust or designee.

ARTICLE 10 LABOR-MANAGEMENT COMMITTEE

Departmental Committees

There shall be a Labor-Management Committee formed within Public Health Trust. This Committee shall consist of members designated by the Union and of members designated by the Trust. The Union membership of such Committee shall consist of persons from within the position classifications covered by this Agreement and the Management shall consist of persons within the Trust, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor Management Committee Meetings.

The Labor-Management Committee shall meet on a quarterly basis or at other times by mutual consent if requested by the Union. The purpose of these meetings will be to discuss with the employees, problems and objectives of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties.

The composition of the Labor-Management Committee shall consist of not more than ten (10) members designated by the Union and not more than ten (10) members designated by the Trust (and also excludes employees of Employee/Labor Relations & Workforce Compliance. The meeting will be scheduled at a mutually agreeable time. The agenda will be mutually presented to the Employee/Labor Relations & Workforce Compliance Department ten (10) days prior to the meeting.

Hospital-wide Committee

The Union may, in its discretion, appoint an agreed upon number of persons to serve as members of any Hospital sub-committee which exists in whole or in part for the purpose of addressing issues directly concerning the health and safety of AFSCME Trust bargaining unit members.

Labor Management Cooperation and Quality Service

The Public Health Trust and the Union pledge to work together cooperatively in a mutual determination to build and maintain a career public service that is dedicated to the principle of quality performance on behalf of all the people of Miami-Dade County.

To achieve this goal, the parties agree to establish Public Health Trust Labor-Management Committees composed equally of labor and management members named by Union and Management respectively. These Committees, and subcommittees similarly constituted in the various departments, will operate by consensus and will concern themselves with issues cited below and such other issues as by mutual agreement they choose to consider.

In order to strengthen the parties' labor-management relations, the AFSCME agrees to participate with JHS in labor-management committees to address the issues in Departments. Such committees may be requested by AFSCME or by JHS (through Employee/Labor Relations, the Department Directors, or designees) to meet at mutually accepted times. The parties shall meet a minimum of two times a year (bi-annually) or as the parties agree (as frequently as every quarter). Each side will contain an equal number of representatives (no more than 3 per side) and will follow the guidelines as suggested by the Federal Mediation & Conciliation Service (FMCS) – including alternating taking minutes of the meetings. Those employees that participate in departmental labor management meetings will be paid only for the time in attendance at the meeting.

Resolution of specific matters clearly covered by the contract will be in accordance with the procedures elsewhere described in the contract. Matters relating to the quality and effectiveness of the career public service will be considered to be within the jurisdiction of the Labor-Management Committee structure. The Committee may discuss any topics of mutual concern but shall not be used as a collective bargaining forum to amend or abridge the specific terms of the Collective Bargaining Agreement.

Career employment opportunities for regular part-time employees, training, and cross-training programs, discussion of proposed job classifications, joint discussions of job certifications, and employees required to be on-call are examples of potential subjects for this committee's review.

The Committee may also be involved in matters that affect the efficiency and availability of health care services provided to the community. Experienced employees, labor and management, may serve on special committees that are responsible for the purchase of sensitive new technology, equipment and supplies; that are considering the reorganizing of space and methods of providing service; that may review the hours of operations, and other vital factors that may contribute to the efficiency and cost-effectiveness of the service.

Recommendations emanating from the Committee must be approved by the Employee/Labor Relations & Workforce Compliance Department and the Trust President or designee before being implemented. The Trust President or designee's decision shall be final on all recommendations. The Trust President or designee's decision shall not be grievable or arbitrable, or be reviewable through impasse procedures provided for in Chapter 447, F.S.

The Public Health Trust Labor-Management Committees will meet at mutually agreeable times.

Efficient Delivery of Quality Services

The Public Health Trust and Trust employees shall fully cooperate in the efficient and effective delivery of quality services.

Employees are encouraged to report suggestions of cost savings or methods of increasing efficiency and purchasing new equipment to the Labor-Management Committee.

In order to eliminate fear of employees cooperating in improved efficiency, it is understood and agreed the Public Health Trust will endeavor to offer comparable employment to any qualified employee displaced as a result of this program.

Performance Based Compensation Projects

The Union and the Public Health Trust agree to work cooperatively to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the Public Health Trust and the Union, to effect meaningful performance based productivity gains, that are designed to enhance the effectiveness and efficiency of the Departments.

Either party shall have the right, at any time during the term of this Agreement, to reopen this Agreement only with respect to Performance Based Compensation Projects. The parties agree that they cannot unilaterally implement changes which would conflict with the terms of this Collective Bargaining Agreement.

ARTICLE 11 UNION STEWARDS AND NON-EMPLOYEE UNION BUSINESS REPRESENTATIVES

The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the Director of Employee/Labor Relations Workforce Compliance Department of the Public Health Trust by the Union.

It is agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The Supervisor's approval shall not be unreasonably withheld. It is agreed to and understood by the parties to this Agreement that there shall be a reasonable number of stewards within the Bargaining Unit. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal Trust activities, work production and services.

Every effort will be made, by both the Trust and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by Employee Representatives, Union Stewards or Non-employee Union Business Representatives shall not be done without first receiving prior approval from the employee's supervisor. Approval shall not be unreasonably withheld.

In no event shall the Trust layoff, discharge or discriminate against a Steward for action taken in the proper performance of his duty as a Steward.

Union Representatives, i.e., Non-employee Union Business Representatives, shall be certified, in writing, to the Director of Employee/Labor Relations & Workforce Compliance Department for the Public Health Trust by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such a manner as not to disrupt normal Trust activities, work production and services.

ARTICLE 12 DISCIPLINARY ACTION

1. An employee may be disciplined only for just cause.

2. Whenever it is alleged that an employee has violated any rule, regulation, or policy, that employee shall be notified as soon as possible with the employee being informed of the rule, regulation, or policy allegedly violated. Upon request, the employee shall have the right to representation in discussions concerning actual or pending Disciplinary Action.

3. The Trust agrees to promptly furnish the Union a copy of any disciplinary action notification against an employee in this Bargaining Unit. The notice of disciplinary action shall contain allegations of specific personnel rules violated by the employee. In the event the disciplinary action notification is not brought forth by the supervisor within twenty-one (21) days after the supervisor discovers the facts requiring the notice except where good cause for delay is shown, the disciplinary action will be void.

4. Any Performance Evaluation, Record of Counseling, Reprimand, or document to which an employee is entitled shall not be part of the employee's official record until the employee has been offered or given a copy.

5. Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee. Neither formal nor informal counseling is considered to be disciplinary action. Both should be viewed as efforts to improve performance. Reprimands shall be appealable by the employee to the grievance procedure up to and including Step 3. An employee who receives a Record of Counseling or a Disciplinary Action Report shall be allowed fourteen (14) calendar days from the receipt of the ROC or DAR to submit a rebuttal. By mutual agreement between parties, additional time can be granted. Employer shall have fourteen (14) calendar days to respond to the rebuttal. Failure on the part of management to meet at a mutually agreed time or to render a decision in the time agreed shall result in the DAR or ROC being withdrawn without prejudice. The formal record of counseling and rebuttal, if any, will be reviewed by the supervisor of the employee who prepared the counseling, prior to it being placed in the affected employee's personnel file.

6. An employee who is absent without authorized leave for three (3) consecutive work days and is considered to have abandoned the position shall have a right to petition the Human Resources designee for a review of the facts in the case. The Human Resources designee shall rule as to whether the circumstances constitute abandonment of position. Only facts concerning the alleged abandonment shall be considered by the Human Resources designee. The Human Resources designee's findings and rulings shall be in writing. The Human Resources designee's decision shall be final and binding.

7. The Trust shall cooperate in a reasonable manner to facilitate the Union's investigation by providing access to public records and documents related to disciplinary action in a timely fashion.

8. All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2-47 of the Miami-Dade County Code, to a Hearing Examiner. The Trust agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing to the Director of

Employee/Labor Relations & Workforce Compliance Department that a specific Hearing Examiner be removed for cause from the roster of available Examiners.

9. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissal, demotion, reduction in grade and suspension through the grievance procedure contained in Article 7 of this Agreement. The Union shall notify the Employee/Labor Relations & Workforce Compliance Department, in writing, no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the grievance 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 procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

   In the case where the Union does not timely notify the Trust or chooses not to select the grievance procedure, then the disciplinary appeal provisions under 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 a disciplinary action under the grievance procedure then the provisions of 2-47 of the Code will not be applicable.

   A grievance, regarding suspensions, termination, or demotions may be filed by the Union directly at Step 3, to the Director or Associate Director of the Department of Employee & Labor Relations or 4 of the Grievance Procedure contained in this Agreement.

   An employee will be offered the option of forfeiting accrued personal or holiday leave in lieu of serving a disciplinary suspension. The documentation of the suspension will be a part of the employee's work record and remain in their personnel file.

10. 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 Written Reprimand or Record of Counseling 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 as no longer in effect in the employee's file.

ARTICLE 13 PERFORMANCE EVALUATION AND APPEALS

The Trust shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness and compliance with rules and regulations. The purposes of evaluation are to improve performance generally, to identify and recognize superior performance, to facilitate communication between supervisors and employees, and to provide timely and accurate information which may be used in making of personnel decisions related to employee performance.

The permanent status employee who has received an overall evaluation of unsatisfactory or needs improvement may appeal by first requesting a review of the Performance Evaluation by the Divisional Director/Vice President or their designee(s), within ten (10) calendar days of receipt of the evaluation. The Divisional Director/Vice President or designee(s) may recommend changes, alterations, or return the evaluation unchanged to the employee. If the decision of the Divisional Director/ Vice President or designee(s) is not

acceptable to the employee, the employee may continue the appeal by making a request in writing to the Employee/Labor Relations Director within ten (10) calendar days after receipt of the Division Director/ Vice President's or designee(s) decision. The affected department has the right to have a representative present throughout the entire appeal hearing.

The Employee/Labor Relations Director will appoint a three person supervisory level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The hearing shall be informal, a transcript is not to be kept and there will be no cross examination. The employee representative may ask questions of witnesses through the panel chairperson. Questions shall also be addressed to employee witnesses by panel members through the chairperson. The purpose of the panel's review is to (1) determine compliance with evaluation procedures, and (2) recommend whether the evaluation should be upheld and the reasons for this recommendation.

Within thirty (30) days following the hearing, the panel will submit a written report of their findings and decision to the Employee/Labor Relations Department. A majority of the panel may sustain or revise the evaluation, either because of failure to follow procedure or on the merits of the evaluation itself. The Employee/Labor Relations Director of will forward the panel's findings and decision to the appropriate division director/ Vice President for implementation.

There shall be no performance evaluation placed in an employee's personnel folder unless he has been first given or offered a copy. An employee's rebuttal to a performance evaluation will be made part of the evaluation record.

When an employee receives an overall Performance Evaluation of satisfactory or better the employee shall receive the merit increase for which they are eligible.

ARTICLE 14 PROBATIONARY PERIOD

All full time classified service employees hired into bargaining unit classifications shall serve a six (6) month (13 pay periods) probationary period.

An employee who has attained permanent status in a prior classification and is promoted or transferred shall serve a new three (3) month (6 pay periods) promotional probationary or transfer trial period, which begins the first day the employee actually starts working in the position.

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

ARTICLE 15 EMPLOYEE RESIGNATION

When an employee resigns his employment with the Trust and fulfills his obligation under the Public Health Trust Personnel Rules, Chapter XI, Section I, the Personnel Action Memorandum reflecting the termination of employment shall indicate the employee voluntarily resigned and was in "good standing." This Article shall not apply to employees who resign in lieu of disciplinary action.

ARTICLE 16 REGULAR PART-TIME STATUS

In accordance with PHT Policy #305, regular part-time employees are those who have worked twenty (20) hours or more per week for at least six (6) months continuously. These employees shall be entitled to personal and extended illness leave on a prorated basis in accordance with Article 24, Vacation and Leave.

Within a specific department and within a specific classification, full-time employment preference may be granted to part-time employees who qualify for permanent employment. Continuous, uninterrupted time served as part-time will be credited toward the probationary period.

A regular part-time employee who continuously works an average of eighty (80) hours or more per pay period for a consecutive six (6) month period and who applies for a posted full-time vacant position in his/her classification will be given priority consideration for that position.

In order to consistently apply step increases for regular part-time employees, regular part-time employees are eligible for step increases based on 2080 hours worked (provided the employee meets the same equal hours needed for full-time step advancement) and satisfactory performance evaluations (that is, evaluations which meet standards). The same would apply for longevity increases.

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

ARTICLE 17 RECRUITMENT AND EMPLOYMENT

The Trust will encourage and assist current Trust employees in upgrading themselves and qualifying for a promotion.

Posting of Vacancies - All vacancies for which approved requisitions have been received by the Public Health Trust's Human Resources Division shall be posted on a weekly basis to inform employees who may be eligible to apply. Effective upon ratification of this contract, every reasonable effort will be made to post the notices at least one (1) week prior to the time the vacancy is to be filled. Nothing provided herein shall invalidate or otherwise effect appointment to a vacant position.

Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection within a reasonable time.

In cases when there is a promotion, Trust policy shall be to consider present employees, provided the employee applying meets all requirements and is fully qualified.

The Public Health Trust is not obligated to give preference to County employees nor is the County obligated to give preference to Public Health Trust employees for promotional positions.

ARTICLE 18 WORK IN HIGHER CLASSIFICATION

An employee who is authorized by the Trust to temporarily assume the duties of a higher pay status classification, or in the case of LPN's working in a charge capacity, for more than one (1) full shift will receive one dollar ($1.00) per hour for all hours worked in the higher classification, or in the charge capacity in the case of LPN's.

ARTICLE 19 ACTING APPOINTMENTS

In the event an employee is placed by department authorization in a position of "acting," such employee shall be compensated at the in-hiring rate for the class to which they are "acting," provided such rate is at least one (1) pay step higher than they are currently receiving. Any time that is spent in the acting title shall not be credited toward probationary time.

Employees acting in a classification designated as job basis shall not be eligible for overtime compensation.

ARTICLE 20 TRANSFERS BETWEEN DIVISIONS OF THE PUBLIC HEALTH TRUST

Employees of the Public Health Trust may request a transfer to another operating division of the Trust if they are interested in a vacancy in that department.

If qualified for the vacant position he will be referred for consideration. Final decision is that of the hiring authority. Pay rate of the employee will not be a determining factor in acceptance or rejection of the transfer by the hiring authority.

Transferred employees will serve a new probationary period in the new position and if their performance is not satisfactory and they hold permanent status in a position in another division within the Trust, they will be returned to their original division if a vacancy exists. If no vacancies exist, the employee may remain in the classification in the current department, and be subject to any probationary period. The employee who had permanent status in a previous position will be given priority consideration for a vacant position for which the employee qualifies. The employee will be paid in accordance with that classification. As a last resort, management may open a position in a different classification and the employee will be red-circled until a position opens somewhere in the Trust comparable to his or her classification. The employee will then be offered that position. Additionally, if a vacancy occurs in the employee's previous classification within two years from the date of assignment, the employee will be recalled in inverse order providing the employee notifies the Employee/Labor Relations and Workforce Compliance Department of the vacant position within the posting period. Probationary periods for transferred probationary employees shall not be cumulative.

ARTICLE 21 VACANCIES, TRANSFERS AND REASSIGNMENTS, UNIT MERGERS AND FILLING VACANCIES

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

A. Shift Transfers. Recognizing that access to preferred shifts by employees can make an important contribution to employee morale and retention, the parties agree that employees within the unit shall be given priority for vacancies in the unit by seniority.

B. Posting of Vacancies. All vacancies shall be posted in the unit and concurrently throughout all Trust facilities. If employees in the unit under paragraph A are not interested in the vacancy, the vacancy shall continue to be posted in bulletin boards located throughout Trust facilities for a period of fourteen (14) days. Posting will continue beyond the fourteen (14) day period if necessary, until a job offer is made by Recruitment Services. With notice to the Union, the Employer may offer employment to an employee prior to the end of the fourteen (14) day posting period, provided that:

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

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

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

D. There will be no less than two (2) nor more than three (3) weeks notice to the department from which an employee is transferred. In the event that the position being vacated is critical to the operation of the unit, the employee may be retained until such time as the employee is replaced, but in no case for longer than sixty (60) days. However, for pay purposes transfer 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. In the event there are no vacancies in the classification and no probationary/trial employee in the classification, the employee will be given priority consideration for a vacant position for which the employee qualifies. The employee will be paid in accordance with that classification. As a last resort, management may open a position in a different classification and the employee will be red-circled until a position opens somewhere in the Trust comparable to his or her classification. The employee will then be offered that position. Additionally, if a vacancy occurs in the employee's previous classification within two years from the date of assignment, the employee will be recalled in inverse

order providing the employee notifies the Employee/Labor Relations and Workforce Compliance Department of the vacant position within the posting period.

Section 2. REASSIGNMENT PROCEDURE

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

1) Meeting dates will be scheduled with the Division Vice President/Director/Director of Nursing, Employee/Labor Relations Director and the Union to discuss the reassignment.

2) Appropriate available positions will be frozen.

3) The Employer will notify the Union, in writing, of the affected unit(s); the affected employees by name, seniority; 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 seniority basis.

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) Seniority will prevail in the selection of the appropriate available positions.

7) In the event two or more employees have the same seniority in the classification, the employee with the earliest date of employment will be considered the senior employee.

8) This procedure will not be used in the event of a layoff.

Section 3. Unit Mergers

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

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 seniority in the affected classification of the new merged unit will be reassigned and/or offered the opportunity to voluntarily demote.

However, the parties agree to meet, upon request, to discuss and negotiate specific situations.

ARTICLE 22 LEADWORKER

Leadworkers, shall not serve as a "Rater" of performance reports of other employees.

A Leadworker shall be selected from the permanent employees in the same or similar classification and department and have the necessary skills and knowledge to perform the job.

An employee designated as a Leadworker, shall receive a one (1) step wage differential and such differential shall not affect merit increases or anniversary dates.

If a Leadworker is rated on the basis of supervisory ability, it will only be to the extent actually exercised.

Leadworkers shall be assigned or removed at the sole discretion of the Trust.

ARTICLE 23 LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

Section 1. Procedure

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

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

B. The procedure will apply to full and regular part-time bargaining unit employees in the statuses of permanent, substitute, and probationary. Seniority points in the classification will be based on date of employment and will be calculated for each affected employee as determined by the years, months, and days since the employee's original date of employment. 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. Seniority credit will be given to an employee who has volunteered for military service during peacetime, provided the employee is re-employed within ninety (90) days of release from military service. Seniority credit will be given for the service time prior to and during military service.

Qualified veterans will receive veteran's preference in accordance with the law.

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

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

E. Full-time employees will automatically bump into any classification within the bargaining unit in which they previously held permanent status.

F. During the twenty-one (21) day notice period, employees who have been bumped shall be given five (5) calendar days to select by seniority in the

classification based on date of employment, a reassignment to a vacant position in their classification. The Union will be responsible for facilitating this process.

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

H. All time served in the higher classification will be credited as time served in lower classifications.

I. Employees who have been displaced will be given priority consideration for other opportunities.

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

K. Employees, other than Union Stewards previously identified under Article 11, of this Agreement, shall be laid off in accordance with seniority on the job as discussed above. Union Stewards will be the last in their classification to be laid off. Once a quarter, the Union will provide a listing of Union Stewards to the Director of Human Resources.

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. Any sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.

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

ARTICLE 24 VACATION AND LEAVE

The employer provides a certain number of paid hours per year to be used for rest, relaxation, vacation, sickness, and other personal needs. Employees in the bargaining unit employed by the Trust will receive personal leave hours in lieu of annual leave hours, sick leave hours, and holidays. Except as provided herein, requests for leave will be granted based on date of request.

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. Requests for planned personal leave of more than three (3) days shall be submitted at least sixty (60) 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 unit coverage. Response to vacation requests will be in writing and will be provided to the employee no later than fourteen (14) calendar days after the date of submission of the request. If a second request is denied, the employee may request the supervisor to meet with the union representative and Employee/Labor Relations within fourteen (14) days of the denial to discuss the matter.

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 No. 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 regular part-time employees, after six (6) months of equivalent 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 to 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.

(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 Earned 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	12.00	39

*Calculations are based on 8-hour shifts.

(3) Full-time employees who are assigned to work regularly scheduled ten (10) hours 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 (12-1/2) shifts shall earn an additional thirty eight and one half (38.5) hours of personal leave per year (shorter or longer periods up to the cap of time will be prorated).

E) Regular 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, FYE), 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 Hours 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 shifts of any spell of illness. After 3 years, 2 shifts of personal leave are used for illness and after 10 years, one shift 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. 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 shift of a spell of illness.

The first three (3) consecutive shifts of illness shall be paid out in personal leave account, if available. The three (3) day shift 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) shift of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive shift 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) shifts paid extended illness leave per leave year.

H. Employees with less than thirty (30) years full-time continuous Trust/County employment who retire or resign from the Trust 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 yrs.	-	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 Trust/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

Annual Vacation Scheduling Procedure

Seniority will be a priority consideration in approving vacation requests submitted January 1 through January 31 of each year. Vacation requests will be submitted sixty (60) in advance unless extenuating circumstances give rise to emergency request. Response to vacation requests will be in writing. Employees should be encouraged not to incur obligations for vacation expenses until the vacation request is approved.

No employee shall be denied vacation because such time begins, ends or includes a weekend(s) on which he/she is scheduled to work, provided the request is made prior to the schedule being posted.

No employee shall be required to make up a weekend which occurred during an approved vacation or leave, however, weekends shall be distributed as equally as practicable in accordance with Article 33 #6.

All other times during the vacation year, requests will be scheduled on a "first come, first served" basis.

Section 4. Funeral Leave

Full-time employees who have completed nine (9) pay periods of PHT service will be granted three (3) days of emergency funeral leave with pay in the event of 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 5. Military Leave

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

ARTICLE 25 DISABILITY LEAVE

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

ARTICLE 26 DEATH BENEFITS

When a full-time employee dies and it has been determined that his survivors are not entitled to Trust-provided job related death benefits, in addition to compensation for accumulated annual leave, holiday leave and other monies due to the employee, the Trust will pay the employee's beneficiary in accordance with Compensation & Benefits Policy #322.

Regular part-time employees are not eligible for this death benefit.

ARTICLE 27 EDUCATIONAL LEAVE

Employees shall be granted educational leave with pay by Department Heads to attend training, meetings, educational courses or seminars provided such attendance will benefit the Trust. Such leave will include, but not be limited to, training in order to retain present positions or training for other classification specific certifications. Although the Trust encourages attendance at workshops and seminars for professional growth, departmental work needs must have primary consideration.

It is the employee's responsibility to obtain the necessary Continuing Education Units (CEUs') for re-licensure and to submit the request well in advance to ensure re-licensure before expiration.

Employees in classifications that require re-licensure and certification shall be granted the necessary educational leave to obtain CEUs' required for re-licensure or certification in accordance with the following criteria:

A. The employee applies at least thirty (30) days in advance, in writing, specifying the course, institute, workshop or class the employee wishes to attend.

B. The employee obtains permission from his/her supervisor to attend.

C. Such leave does not interfere with staffing.

D. The employee submits proof of attendance to his/her supervisor.

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

ARTICLE 28 LEAVE WITH PAY

Leave with pay shall be authorized in accordance with this Collective Bargaining Agreement and the PHT/ Miami Dade County Leave Manual for the reasons listed below. If the Trust/County proposes changes to the PHT/Miami Dade County Leave Manual during the term of this Collective Bargaining Agreement, the Trust shall negotiate the impact of the proposed changes with the Union.

I. Jury Duty

For employees to serve on jury duty. Employees serving on Federal jury duty may retain up to a twenty dollar ($20.00) daily jury fee and employees serving on State, County, or Circuit jury duty may retain up to a ten dollar ($10.00) daily jury fee; however, any jury fee received in excess of these amounts shall be retained by the Trust.

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 the service. To be excused, employees should present official notice of jury duty or subpoena to their immediate supervisor at least ten (10) days prior to court date. If official notice has been provided to the employee less than ten (10) days prior to their call to service, the employee will provide notice to their immediate supervisor within five (5) working days of the employee's actual notice of the scheduled event or as soon as possible.

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

2. Meetings

Employees will be paid to be in attendance at official or educational meetings if directed by the Department.

3. Negotiations

Twenty (20) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the Trust. These employees shall be designated in writing to the Director of Employee/Labor Relations for the Public Health Trust. The employees shall give reasonable notice to their supervisors.

4. Release Time

The Union President and two (2) employees will be released from duty with pay to administer this agreement. The Union shall make written application for such leaves sixty (60) days in advance. Employees granted such leave shall continue to accrue bargaining unit seniority during the term of their leave.

5. Employees Designated by the Union to Attend Union Functions

The total amount of time granted to all employees cumulatively seeking leave under this provision shall not exceed eighty-five (85) working days for Public Health Trust bargaining unit employees in any contract year.

6. Administrative Leave

Administrative Leave shall be granted to employees to take County and Public Health Trust Civil Service exams and to appear for job interviews in connection therewith.

ARTICLE 29 LEAVE OF ABSENCE WITHOUT PAY

The Division Director/ Vice President may grant a leave of absence to an employee with permanent status for a period not to exceed one (1) year. Eligible employees may be granted leaves of absence for approved Family and Medical Leave (FMLA) reasons, for sickness and disability, for religious holidays, to engage in a course of study and for other good and sufficient reasons in the best interest of the Trust service.

Requests for extension of a leave of absence beyond the period initially approved shall require the approval of the Division Director/ Vice President or designee and the Human Resources Vice President.

ARTICLE 30 VOTING

The Trust 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 Trust 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

1. The employee must be a registered voter; and

2. Must be scheduled for a shift of at least eight (8) hours duration on election day; and

3. More than one-half (1/2) of the hours of the scheduled shift must be between 7:00 a.m. and 7:00 p.m. on election day.

ARTICLE 31 HOLIDAYS

A. The following major holidays are observed by the Public Health Trust:

New Year's Day	Christmas Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day/July 4th	Friday After Thanksgiving
Labor Day	

B. Eligible employees working in units that are closed on holidays shall have the option either to take the day off as Personal Leave, or to work in their own/other areas of the bargaining unit if such work is available and/or needed to be completed as approved by the supervisor.

C. The Trust shall have the authority to determine and schedule the actual day on which a Trust recognized holiday will be observed.

ARTICLE 32 OVERTIME COMPENSATION

It shall not be the policy of the Trust to have its employees work frequent or consistent overtime. However, when non-job basis employees are directed to work overtime, in addition to their regular hours, they shall be compensated as follows:

The rate of time and one-half of the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal workday. Additionally, 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.

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 in which there is a holiday recognized under Article 31, (the exception being Thanksgiving week when two (2) personal leave days may be taken) when both holidays count toward the calculation of overtime.

An employee who works at least two (2) hours beyond the normal work day shall be allowed one-half (1/2) hour for meal time with pay. An employee who works at least three (3) hours before normal starting time shall be allowed one-half (1/2) hour meal time with pay provided he/she completes the normal shift. This one-half (1/2) hour meal break shall be scheduled and taken at the direction of the Trust, within reasonable proximity to the normal dinner hour. Such one-half (1/2) hour shall be considered as time worked.

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

If an employee's schedule is changed to meet staffing needs, the employee will be consulted. However, an employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.

Overtime worked shall be reflected on the pay stub. The Trust shall upon request provide the Union with lists of overtime distribution among the employees.

Giving consideration to organizational sub divisions of each Department, assignments and shifts, the Trust shall distribute overtime work among employees as equally as practicable.

This Article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week.

Job basis employees shall not be eligible for overtime compensation.

Overtime shall not be paid more than once for the same hours worked.

ARTICLE 33 WORK SCHEDULING

It is agreed to and understood by the parties to this Agreement that:

1. The standard work week at the Public Health Trust commences at 12:00 midnight each Sunday and ends at 12:00 midnight the following Sunday.

2. The standard number of working hours for full-time employees during any standard work week will normally be forty (40) hours or unless otherwise specified in the PHT Pay Plan.

3. 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.

4 Employees who are assigned to work ten and a half (10½) shifts shall be paid overtime based on a forty (40) hour work 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.

5. Employees who are assigned to work twelve and a 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 (3) fifteen (15) minute paid rest periods within each scheduled shift. No individual working twelve and a 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,

6. The Trust shall make every reasonable effort to rotate schedules within assigned shifts to distribute weekend assignments equally.

7. If an employee's schedule is changed to meet staffing needs, the employee will be consulted. However, an employee shall not have his/her regular work schedule changed solely to avoid the payment of overtime.

8. An employee's work schedule may change with a minimum of thirty (30) days notice to the employee and the union. The employee may agree to work the new work schedule in less than thirty (30) days. This paragraph shall not apply to work areas where the Public Health Trust has traditionally used mixed weekly work schedules on a regular work basis to meet demands for service.

9. This article is to be construed only as a basis for determination of overtime and shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the Trust's right to reduce the employee's hours of work in accordance with Article 23 - Layoffs, Recall and Reemployment Rights.

10. The Trust will have the authority to establish and implement employees work schedules.

11. The Trust may offer Trust Licensed Practical Nurses (LPN's) the same alternative schedules which Registered Nurses will be offered. Other direct patient care workers may be offered alternative schedules solely at the discretion of the Trust.

12. 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 assignments may continue to be approved.

    A. The Employer will make every effort to avoid asking bargaining unit members regularly assigned to 3:00PM to 11:00PM or night shift to rotate to another shift.

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

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

14. Except when demonstrated to be more expensive, AFSCME Local 1363 Bargaining Unit employees will be offered overtime before any agency, pool and/or temporary employees.

15. (a) In addition to the current full time status of 40 hours, for employees in the classifications of Practical Nurse 1 & 2, Nursing Assistant 1 & 2, Patient Care Associate, Patient Care Technician, Hospital Unit Secretary and Support Associate 1, 2 & 3, 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.

    (b) In selected areas as identified by Management, these 3-12 hour shifts as described in paragraph (a) may be offered to individual employees in other classifications.

ARTICLE 34 CALL-BACK

Employees called back to work shall be guaranteed at least four (4) hours pay, which shall be considered hours worked for the purpose of determining overtime compensation, provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Such employees may be required to work at least four (4) hours.

Employees who are not required by the Department to actually work the entire four (4) hour guarantee time period and are subsequently recalled during this initial four (4) hour period shall not receive an additional guarantee of four (4) hours pay.

ARTICLE 35 ON-CALL

Hourly paid employees at the Public Health Trust (PHT) in classifications that are placed on call by an authorized hospital representative for periods not contiguous to their normal work hours will receive $25.00 per shift from Monday through Friday and $35.00 per shift on Saturday, Sunday and Holidays for on-call pay.

ARTICLE 36 JOB BASIS

Employees in classification titles designated in the Pay Plan with a plus (+) are assigned to a job basis work schedule. Employees serving in these positions are required to work varying work schedules as necessary to accomplish the required work, and if more than forty (40) hours of work are required, overtime provisions shall not apply.

Job-basis employees who were directed to and worked in excess of their normal work schedule shall be granted administrative leave. Such leave may not be granted on an hour for hour basis.

However, job basis employees shall receive adequate time off.

Consistent with the need to complete assigned tasks, a job basis employee who is required to work late on a night preceding a work day may not be held to the normal reporting time if approved by an appropriate level supervisor.

ARTICLE 37 EMERGENCY WORK

1. When an emergency is declared by the President of the Public Health Trust and all employees are generally excused from work because of the emergency, those employees required to work during an emergency will be paid in accordance with the provisions under Article 31, Overtime Compensation, for all time worked during the emergency. This shall not apply to job-basis personnel.

2. The Trust possesses the sole right and authority to take any emergency actions as determined necessary to carry out services and adjust operational requirements during any emergency or extraordinary circumstances as determined solely by the President of the Public Health Trust or his designee.

ARTICLE 38 WAGES

First Year 2008-2009

Effective the beginning of the first pay period in 2009, (when County employees receive their wage increase) 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.). This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Second Year 2009-2010

Effective the beginning of the first pay period in 2010, (when County employees receive their wage increase) 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.). This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Third Year 2010-2011

Effective the beginning of the first pay period in 2011, (when County employees receive their wage increase) all ernployees 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.). This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

The Trust 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 consult with the Union concerning the amount of such adjustments and the reasons therefore.

Effective the first pay period following final ratification of the Agreement, two steps will be added to the EEG Tech salary ranges. Employees in this classification will be placed in the new salary range at their current rate of pay. Maxed out, L1 and L2 employees, who receive increases as a result of range adjustment, will retain their current anniversary date and will not lose time credited for future progression.

Effective the first pay period following final ratification of the Agreement, three steps will be added to the Cardiac Cath Tech salary ranges. Employees in this classification will be placed in the new salary range at their current rate of pay. Maxed out, L1 and L2 employees, who receive increases as a result of range adjustment, will retain their current anniversary date and will not lose time credited for future progression.

ARTICLE 39 ENTRANCE PAY RATES

Progression from step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance.

If the Public Health Trust should pay an entrance pay rate for a new employee with no experience above Pay Step 1 of the appropriate pay range, all other identical bargaining unit classification shall receive the same pay rate as the entrance pay rate if their pay rate is below the step of the entrance pay rate. However, the Public Health Trust may bring in an applicant above the entrance pay rate based on experience.

Qualified internal applicants will be afforded consideration for promotional opportunities.

ARTICLE 40 TRADES ALLOWANCE

Employees with permanent status in the following classifications will receive a trades allowance amounting to one additional pay step.

OCCUPATIONAL CODE	CLASSIFICATION
406	Biomedical Engineering Technician
401	Biomedical Equipment Technician I
820	Carpenter
823	Electrician
806	Maintenance Mechanic
834	Mason
827	Painter
828	Spray Painter
833	Plasterer
841	Plumber
844	Refrigeration Mechanic
848	Sign Painter
835	Welder

ARTICLE 41 TOOL ALLOWANCE

1. Employees in the position classifications of Biomedical Equipment Technician I, Carpenter, Electrician, Hospital Audio Visual Technician, Maintenance Mechanic, Mason, Plasterer, Plumber, Refrigeration Mechanic, Locksmith and Welder who are required by the Trust to provide their own hand tools in accordance with required tool lists, established and maintained by the Trust for each classification, will receive $435.00 net per year as a total tool allowance to be paid in two (2) equal installments on or about May 15, and November 15, of each year.

2. Employees in the position classifications of Maintenance Repairman (Automotive) who are required by the Trust to provide their own hand tools in accordance with required tool lists, established and maintained by the Trust for this classification, will receive $210.00 net per year as a total tool allowance to be paid in two equal installments on or about May 15, and November 15 of each year.

3. Each tool list shall include only those tools that are appropriate for the safe and efficient performance by the employee of the work called for by his job classification. Reasonable substitution of tools shall be permitted with authorization of the supervisor. When changes are made in the list, or new tools required, a reasonable period of time shall be allowed each employee to purchase the tools necessary for him to comply with

the tool list covering his job classification. The Trust shall make no requirements with respect to brand name or place of purchase of required tools, however; standards of quality set by the Trust must be met. The tool list shall not include tools or equipment heretofore considered and used as shop tools.

4. Each employee required by Trust policy to provide his own hand tools in accordance with the required tool lists shall have such tools available on the job to perform assigned tasks. Employees accept responsibility to use proper tools for particular jobs in accordance with accepted practices or instructions of supervisors. Failure to comply with the requirements of this Article shall result in the loss of the tool allowance for the pay periods in which such noncompliance occurs.

5. Employees who are unable to complete a full six (6) month period in pay status shall receive the tool allowance prorated on a biweekly basis for all pay periods completed.

ARTICLE 42 UNIFORM ALLOWANCE

Full-time employees who are required by the Public Health Trust policy to wear a prescribed uniform, which is not provided by the Trust, shall receive the following uniform allowance:

a) $100.00 per year if required to wear a prescribed cover coat, smock or vest in addition to their normal attire.

b) $200.00 per year if required to wear a full uniform. The definition of what constitutes a "full" uniform shall be made by the Management Committee but shall include any combination which restricts the color or design of the employee's clothing including shirts, pants, skirts, blazers, etc.

Uniform allowances will be paid once per year in the month of January to those employees who are required to supply their own uniform and are on the payroll at time of payment.

The Trust shall provide vouchers once, each January for the purchase of safety boots to all Equipment Operators and to all Environmental Workers who strip and wax floors. Safety boots must meet Trust requirements.

ARTICLE 43 VEHICLES

The Trust shall have the sole right and authority to determine the assignment of vehicles and to remove the assignment at its discretion. The President of the Public Health Trust shall have the sole authority to determine vehicle assignments external to normal shift assignment. Vehicle assignments are understood by the parties to be based upon operational necessity as determined solely by the Trust.

Vehicles assigned by the Trust to be used by bargaining unit employees shall be kept in safe running condition. Whenever the employee operating the vehicle learns of a defect or has knowledge that the vehicle needs repair, the employee shall promptly submit a job order to his immediate supervisor. Job orders will be handled as promptly as circumstances permit.

ARTICLE 44 SPLIT SHIFT PAY DIFFERENTIAL

Employees required by their Department to work an eight (8) hour shift with interim time off which consumes more than one (1) hour will receive one (1) pay step in addition to the normal pay rate. Split shift pay differential will not be included in the payment for any accrued leave upon separation.

ARTICLE 45 LONGEVITY BONUS

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

1. Upon completion of 15, 16, 17, 18, and 19 years of full-time continuous Trust Service a 1.5% bonus payment of base salary.

2. Upon completion of 20, 21, 22, 23 and 24 years of full-time continuous Trust Service a 2.0% bonus payment of base salary.

3. Upon completion of 25 years or more of full-time continuous Trust Service a 2.5% bonus payment of base salary.

Effective the beginning of the first pay period in January, 2001, amend the current annual longevity bonus payments in accordance with the following schedule:

Years of Completed Full-Time Continuous Trust Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

ARTICLE 46 MILEAGE PAYMENTS

When it is necessary for an employee to use his private vehicle to enable him to perform assigned duties on Trust business, he shall be reimbursed in accordance with Administrative Policy # 338, Use of Private Vehicle For Trust Business.

ARTICLE 47 PHARMACY DISCOUNT

Employees in the bargaining unit may purchase hospital formulary drugs from the Trust's Outpatient Pharmacy during its regular operating hours; pursuant to the PHS340B purchasing contract. The charge to the employee will be acquisition cost plus 10% with no minimum. All prescriptions must be paid in cash on the day they are dispensed.

ARTICLE 48 PAY ADVANCES

An employee may request his vacation pay checks in advance of any scheduled annual leave by submitting a request to the departmental payroll office at least twenty-one (21) calendar days prior to leaving on annual leave.

ARTICLE 49 BACK PAY/PAY CHECK ERRORS

An employee shall be entitled to recover, without penalty to the Trust, funds due him by reason of errors in the implementation or administration of the Trust Pay Plan and other applicable regulations affecting pay. Payroll errors committed by the Trust of $50 or 15% of the employee's net pay for the pay period, whichever is greater shall entitle the concerned employee to receive a payroll voucher. Upon notification by the concerned employee, this payroll voucher shall be processed by close of business the next business day whenever possible. All other payroll errors shall be rectified with the employee's next regular paycheck whenever possible.

The Trust shall be entitled to recover, in a timely manner without interest, all funds determined by the Trust to have previously been paid in error to an employee. The Trust shall have the right to effect such recovery of funds through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment to the employee, or at the minimum rate of fifty dollars ($50) per pay period, whichever rate is greater. In the case of an employee demonstrated hardship, the minimum rate will be twenty-five dollars ($25) per pay period. The specific recovery rate shall be determined through an agreement between the concerned employee and the HR-ER Department, upon notification to the concerned employee. The concerned employee shall have ten (10) calendar days from date of notification to contact the appropriate HR-ER representative and stipulate to a specific recovery rate in accordance with this contract provision. Failure by the concerned employee to make the necessary arrangements within the specified ten (10) calendar day period shall result in the necessary paycheck deductions being automatically effected by the Trust at a rate the Trust deems appropriate.

The Trust has the right to recover the full amount of erroneous payments to an employee in the event the employee separates from Trust service, including the right to make necessary deduction from the employee's terminal leave pay.

This Article shall be administered in accordance with the applicable Statute of Limitations.

ARTICLE 50 NIGHT SHIFT PAY DIFFERENTIAL AND WEEKEND DIFFERENTIAL

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 3:00 p.m. and 7:30 a.m. shall be entitled to receive a differential of seventy-five cents ($.75) per hour for the entire work shift. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate, but not the night shift premium rate.

Employees assigned to work shifts which are equally divided before and after 3:00 p.m. will be entitled to receive a pay differential of fifty cents ($.50) per hour for the entire work shift.

Employees assigned to work a twelve (12) hour or longer shift that begins between 6:30 a.m. and 9:30 a.m. shall be entitled to receive a shift differential of seventy-five cents ($.75) per hour.

Employees receiving night differential as of October 1, 1979, including employees assigned by the Trust to a rotating night shift, will receive either the above cents per hour differential or have the amount of their current shift differential frozen in cents per hour whichever is greater. Employees receiving night differential as of October 1, 1979, who are removed from a rotating night shift by the Trust and reassigned to the day shift and have the night shift differential removed and are subsequently reassigned to a night shift shall receive either the seventy-five cents ($.75) or fifty cents ($.50) shift differential, whichever is appropriate, or have their current shift differential frozen in cents per hour, if that differential is greater.

This night shift pay differential does not apply to the classifications shown differently in Exhibit 1B (Shift Differentials).

Night shift pay differential is not paid for hours worked in excess of forty (40) hours in the work week.

Night shift pay differential is a "plus item" and not to be construed as part of base pay for purpose of terminal paid leave and payment of compensatory time or holiday leave upon separation from Trust service.

Employees will not be transferred or rotated from one shift to another by the Trust for the purpose of avoiding payment of night shift differential.

Weekend Differential

Except as shown differently for classifications listed in Exhibit 1B, (Shift Differentials), employees will be paid twenty-five cents ($.25) per hour for each hour worked between 7:00 p.m. on Friday and 7:30 a.m. on Monday providing the employee's shift begins at 7:00 p.m. or later on Friday.

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.

ARTICLE 51 NIGHT SHIFT INCENTIVE

Licensed Practical Nurses employed at the Public Health Trust who complete four (4) consecutive and uninterrupted months of service on the 11:00 p.m. to 7:00 a.m. shift will receive five (5) days of rest and recuperation leave. Procedures for administering this plan are in accordance with those approved by the Hospital Operations Committee May 2, 1974.

Only those Licensed Practical Nurses who are assigned and working the 11:00 p.m. to 7:00 a.m. shift as of September 30, 1986 will be eligible to receive this night shift incentive. Licensed Practical Nurses who are hired, promoted or transferred to the 11:00 p.m. to 7:00 a.m. shift on or after October 1, 1986 shall not be eligible to receive this night shift incentive.

ARTICLE 52 TIME IN GRADE PROVISION

Employees shall receive additional pay step increments for continuous service in the same classification. Eligibility calculations for service in grade requirements are based on Trust service after October 1, 1957, as described below:

1. Advancement to the first "Time in Grade" step shall be made after completion of five (5) consecutive years service at the maximum rate of the salary range. Such advancement will be one (1) pay step beyond the normal maximum rate.

2. Advancement to the second "Time in Grade" step shall be made after completion of five (5) consecutive years at the first "Time in Grade" step of the salary range. Such advance will be one (1) pay step beyond the first "Time in Grade" step.

ARTICLE 53 SAFE DRIVING AWARDS

An employee who drives or operates mobile equipment fifty percent (50%) of the time in performance of their duties, and possesses a valid driver's license shall receive awards for safe driving, including a pin, annually, with the number of safe driving years thereon.

After the fifth year, the employee will receive an award of FIVE DOLLARS ($5.00) for each consecutive year of safe driving completed.

Should the employee have a preventable accident, the employee starts over the first day after the accident.

ARTICLE 54 GROUP HEALTH INSURANCE

The Trust'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.

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.

The Trust's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. 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 Trust's Group Health Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.

2. The Trust will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the individual practice association model HMO currently administered by AV-MED or Humana.

3. The Trust will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO and group/staff model HMO

currently administered by CAC United Health Care Health Maintenance Organization.

4. The Trust will provide an annual $1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for Trust employees eligible for group health insurance or the Flexible Benefits Plan.

5. All employees enrolled in the Trust'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.

ARTICLE 55 TRAINING AND TRAINING PROGRAMS

The Trust and the Union agree that the training and development of employees within this Bargaining Unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the Trust relative to the training of employees within this Bargaining Unit. The Trust will consider recommendations and improvements submitted by the Union. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees within this Bargaining Unit.

Non-job basis employees required by their department to attend classes or training programs, within the geographical limits of Miami-Dade County, in order to retain their present jobs or position, shall receive the applicable rate of pay for all hours exceeding their regularly scheduled work week. However, at their sole discretion, the Department shall have the option to change, modify or adjust employee's work schedules to allow for training to comprise the normal work week or work day in place of the regularly assigned shift and in this case overtime provisions shall not apply.

ARTICLE 56 SAFETY AND HEALTH

Section 1

It is the responsibility of the Trust to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

Section 2

The Trust and the Union insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in disciplinary action.

Section 3

If an employee believes he is being required to work under unsafe conditions, he shall (I) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Department Safety Officer and Trust's Risk Management Division; (3) file a grievance if no corrective action is taken during that day's work.

Section 4

Employees who work at jobs or in areas deemed by the department or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the department as necessary for their protection. Such devices and equipment will be provided by the Trust. When such equipment has been prescribed by the department or Risk Management Division, it shall be furnished by the Trust at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

Section 5 - 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.

C. 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 Hospital –Wide Committee Meetings.

D. 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.

AFSCME may 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.

E. Safe Patient Handling & Minimal Lift Team

Consistent with the hospital commitment to provide a safe and healthy workplace for employees and to ensure the highest quality care, 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 necessary to develop an effective plan.

ARTICLE 57 BLOOD BANK AND DONORS

Employees wishing to donate blood shall be granted reasonable leave, with prior approval of their supervisor, without loss of pay for the purpose of donating blood.

ARTICLE 58 ON-THE-JOB INJURY REPORTS

An employee shall receive a copy of the "on-the-job injury" report after it has been read to him and he has signed a copy. The supervisor shall not refuse to report an injury or attempt to dissuade an employee from reporting an injury, whether or not such report is timely or untimely.

ARTICLE 59 BULLETIN BOARDS

The Trust will furnish the Union with sufficient bulletin board space for up to four (4) Union notices, size 8 1/2" x l4" at each of the agreed locations. The Union shall submit items, other than meeting and election notices, to the Director of Employee/Labor Relations & Workforce Compliance Department prior to posting. It is intended for purpose of interpretation that bulletin boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

The time clock boxes, as long as they are used by the Trust, may be used for distribution of Union literature, as defined above. The Trust agrees not to destroy or discard the Union literature contained in the time clock boxes

ARTICLE 60 ORIENTATION

The Trust orientation program for Employees upon initial hire shall continue.

When an employee is asked to perform duties of a different kind but still within his/her job classification, an orientation should be given as soon as practical.

Employees shall not refuse an order to perform those new duties unless the employee can demonstrate that a safety or health consideration exists and that the employee has notified his/her immediate supervisor of his/her concerns. If the employee and the supervisor do not agree on the matter, the employee will direct his/her concerns to the Management personnel designated by the Employer to resolve the possible danger hazards. The decision of this designated Management personnel shall be final. The employee/Union maintains the right to file a grievance in accordance with Article 56, Safety and Health.

ARTICLE 61 PARKING FACILITIES

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

The Employer will provide one (1) month free parking for all employees whose cars are vandalized or stolen, provided that all security protocols are followed.

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

ARTICLE 62 CHILD CARE

The parties agree that the provision of quality, non-profit child care facilities on site at the Public Health Trust can have a beneficial impact on employee morale, absenteeism and turnover. Therefore, it is agreed that, if either party requests it during the six (6) months prior to the expiration of this Agreement, the parties shall establish a joint Child Care Committee to study the feasibility of on-site child care centers, including their costs and the degree of employee interest. The Committee shall present its findings and any recommendations to both parties at least sixty (60) days prior to the expiration of this Agreement.

ARTICLE 63 SERVICES TO THE UNION

1. Upon request, the Trust agrees to furnish the Union once a year one copy of the following for employees in the Bargaining Unit:

   a) Names and classification titles.

   b) List of employees by occupation.

   c) Once every six (6) months a list of new bargaining unit employees hired during the previous six (6) months.

2. The Trust agrees to notify the Union within a reasonable period of time and whenever possible within thirty (30) days prior to any public hearing in which personnel matters, relative to this Bargaining Unit, are to be the subject of discussion.

3. The Trust agrees to provide the Union with the following documents and publications (one (I) copy, unless otherwise indicated):

   Public Health Trust Agendas and Minutes
   Public Health Trust Committee Agendas and Minutes
   Public Health Trust Personnel Policies and Procedures
   Administrative Orders and Personnel Policy Procedures
   Training and Benefit Bulletins
   Classifications Specifications (3)
   Employee Newspapers
   Proposed Budget
   Final Budget
   Table of Organization
   PHT Pay Plan (10)

5. Special conferences for important matters will be arranged between the Union President and the Director of Employee/Labor Relations, or their designated representatives upon request of either party. Such meeting shall be between at least two (2) representatives of the Trust and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

6. The Trust, upon written request, will provide the Union, at no cost, one (1) set of labels per calendar year containing the names and work location of bargaining unit employees. Any additional requests for labels shall be paid for by the Union.

ARTICLE 64 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

1. The Union recognizes that management possesses the sole right, duty, and responsibility to operate and manage the Trust and direct the work force, and the rights, authority, and discretion which the Trust deems necessary to carry out its responsibilities and missions shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by this Agreement shall remain solely within the discretion of the employer modify, establish or eliminate. The rights contained in this Article shall be exercised consistently with Article 67 -Prevailing Benefits.

2. The Trust reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulations including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the express written provisions of this Agreement. This right and authority shall include but is not limited to the Trust's right to revise promotional criteria and the duration of promotional eligibility lists.

3. These rights and powers include, but are not limited to the authority to:
   a. Determine the missions and objectives of the Trust;

   b. Determine the methods, means and number of personnel needed to carry out Departmental responsibilities;

   c. Take such actions as may be necessary to carry out services during emergencies declared by the President of the Public Health Trust;

   d. Direct the work of the employees, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;

   e. Discipline or discharge employees for just cause;

   f. The right to make reasonable rules and regulations. The Trust will inform the Union of any changes in the existing rules and regulations and the establishment of new rules and regulations before such changes are made effective;

   g. Schedule operations and shifts;

   h. Introduce new or improved methods, operations and facilities;

   i. Hire, examine, classify, promote, train, transfer and assign employees;

   j. Schedule and assign overtime work as required;

   k. Contract out for goods or services provided that the Trust give the Union at least) sixty (60) days written notice in contracting out for services currently being

performed by bargaining unit employees. The notice will be provided as soon as is practicable but in no event later than members of the general public are notified. Upon request by the Union, the Trust will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees. The Trust agrees that, when a department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union.

This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law.

l. Determine the utilization of technology;

m. Such other rights, normally consistent with management's duty and responsibility for operation of Trust services; provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decisions may have on terms and conditions of employment.

4. 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.

5. The Trust, in exercising its rights, will not preclude the Union from raising a grievance for an act which is alleged to violate this Agreement.

ARTICLE 65 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 the 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 Departments' 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 66 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements and Memoranda of Understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled Term of Agreement and Reopening. The Parties specifically waive the right to bargain during the term of this Agreement with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE 67 PREVAILING BENEFITS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other benefits of a similar nature currently in effect shall remain in effect under conditions upon which they have previously been granted.

Nothing in this article shall prevent the Trust from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The Trust will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

ARTICLE 68 APPLICABILITY OF AGREEMENT

The general provisions herein contained are mutually agreed to by the County and Trust and the Union. The specific provisions of this Agreement are mutually agreed to by the Trust and the Union and shall be binding on the Trust and the Union, or each, as the context may require. Provisions binding upon the Trust shall be interpreted as binding upon all administrative Trust officials to abide by and perform as specified.

Nothing contained herein shall be interpreted to prevent or restrict the Trust from entering into agreement with other organizations of the Trust employees for benefits the same, in addition to, greater than, or different from those contained herein.

ARTICLE 69 SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared 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 portions 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 70 STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the employees or the Union, and there will be no lockouts by the Trust for the duration of this Agreement. The Union guarantees to support the Trust fully in maintaining operations in every way.

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

It is recognized by the parties that the Trust is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the Trust and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Trust shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law. Provided, however, in any action brought by the Trust, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support such action.

In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the Trust, the Union shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

ARTICLE 71 TIME LIMITS

For purposes of interpretation, all time limits contained in this Agreement shall be considered met so long as the postmarked date on a certified letter is in compliance with the specified time limit, when the postal service is utilized.

ARTICLE 72 GENDER REFERENCE

All pronouns used in this Agreement shall be deemed to apply to both sexes, regardless of the particular gender of the pronoun actually used.

ARTICLE 73 SENIORITY

To the extent feasible in fulfilling its mission and responsibilities and where job performance and job skill factors are equal among affected employees, the departments will give full and fair consideration to employees' seniority based on an employee's date in the

Unit/Department and in the classification when determining vacation scheduling, shift assignments, overtime work assignments on a holiday, and training programs.

If requested by the Union, decisions and determinations made under this Article will be a proper subject for a consultation meeting between representatives of the Union, the affected department, and the Trust Employee/Labor Relations & Workforce Compliance Department.

ARTICLE 74 SPECIAL WAGE PROVISIONS

Effective the beginning of the first pay period in October 2005, full time bargaining unit employees will continue to receive a $50.00 biweekly pay supplement.

ARTICLE 75 TERM OF AGREEMENT AND REOPENING

The Collective Bargaining Agreement between the Public Health Trust and the Dade County Public Employees Local 1363, AFSCME, AFL-CIO, shall be effective October 1, 2008 and continue to September 30, 2011.

Either party shall have the right, in accordance with the provisions of Article 10 Labor Management Committee, during the term of this Agreement to reopen this Agreement only with respect to Performance Based Compensation Projects.

In the event that during the term of this Agreement (October 1, 2008 to September 30, 2011) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 38 Wages, the Union will have the right to request the reopening of negotiations with respect to Article 39 Wages only.

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.

AFSCME has the right to reopen this Agreement to discuss issues related to personal leave/vacation cashout, Article 24, Section 1 (H) upon implementation of information technology changes.

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

Either party may require by written notice to the other between June 1, 2011 and not later than June 30, 2011, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2008. If neither party shall submit such a written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2008 through September 30, 2011.

ARTICLE 76 ANESTHESIA TECHNICIANS

Anesthesia Technicians who work double shifts and are scheduled to return to work within eight (8) hours of the time the shift ends will be allowed four (4) hours administrative leave time at the beginning of the next scheduled shift. The employee will have an option of using PL time to cover the remainder of the shift. This will allow the employee not to report back to work until after eleven and a half (11½) hours have elapsed.

ARTICLE 77 CERTIFIED NURSING ASSISTANTS

1. While nothing shall prevent a suitably qualified CNA I from promotion to CNA II at any time, all CNA I's shall automatically be promoted to CNA II pay status at the end of twenty-four (24) months from their date of hire, only providing that the CNA I's evaluation has met standards.

2. CNA I's will be promoted to CNA II at any time earlier than twenty-four (24) months if the CNA I "exceeds standards" in the performance evaluation.

ARTICLE 78 CORRECTIONS HEALTH SERVICES/WARD D PAY SUPPLEMENT

Employees working in Corrections Health Services and Ward D will continue to receive a one-step pay supplement as long as they work in these areas. The one step will be removed in the event the employee transfers from Corrections Health Services/Ward D.

In conjunction with this pay supplement, Ward D employees may be assigned to other Corrections Health Services facilities on an as need basis.

ARTICLE 79 EDUCATIONAL CERTIFICATION BONUS

All full-time employees who obtain a specific certification in their area of practice shall receive a one (1) time bonus of $150.00 following receipt of the certification or recertification.

This bonus is for certification received in addition to the certification required for the classification. Employees who currently have an additional certification shall receive the bonus effective the third pay period following final ratification of this Agreement.

ARTICLE 80 GRANT POSITIONS

Grant positions are defined as positions that have alternate funding from sources outside of the Public Health Trust. Grant positions are typically funded for specific periods of time and for specific amounts of money that cover wages and benefits. Grant positions can be full-time (scheduled for 40 hours per week) or part-time (scheduled for 30 to 35 hours per week or scheduled for under 30 hours per week). Subject to the following conditions, grant positions are included within the bargaining unit if they are full-time grant positions or part-time grant positions scheduled for 30 to 35 hours per week, provided:

A. Individuals in grant positions may not file grievances over the loss of such position due to loss of funding.

B. Individuals in grant positions are entitled to wage increases, health insurance benefits, and other benefits only if the same are provided for in the funding source. If the cost of the increase or the benefit is not included in the funding source, there is

no entitlement to the increase and no grievance may be filed with respect to the increase.

C. Any restriction placed on a position by the funding source is applicable and is not subject to the grievance procedure.

D. The decision as to whether to seek an alternate source of funding is within the complete discretion of the Public Health Trust and is not subject to the grievance procedure.

E. All new hires shall be made aware of the Public Health Trust policy and procedures which will be available upon request for review.

PERMANENT FULL-TIME EMPLOYEES

Permanent full-time employees who have been involuntarily assigned to grant positions that are later eliminated due to loss of funding shall be transferred to comparable positions in accordance with Public Health Trust policy and this collective bargaining agreement.

ARTICLE 81 MEAL CARDS

Effective the beginning of the first pay period immediately following ratification and approval by the Board of County Commissioners, employees working in Nutrition Services will be provided a meal card with a value of $5.25 per scheduled work shift. Effective twelve (12) months after this pay period, the card value will be increased to $5.50 per scheduled work shift. Effective twelve (12) months after this pay period, the card value will be increased to $5.75 per scheduled work shift.

The meal card shall be useable at the Jackson cafeteria, as well as at any other eating establishments on the PHT complex operated by the same providers who manage the cafeteria and have card readers available.

ARTICLE 82 REST PERIODS, MEALS, AND LOUNGE AREAS

The Trust agrees that every effort shall be made to provide two (2) fifteen (15) minute rest periods within the eight (8) hour work schedule or three (3) fifteen (15) minute rest periods for twelve (12) hour work schedules. At the discretion of the Supervisor, two (2) fifteen (15) minute breaks may be taken in conjunction with the mid-shift meal.

The Employer agrees to provide adequate lounge space, or equivalent lounge space in all new or acquired facilities. In the event of relocation of this space due to remodeling/construction, every effort will be made for alternate lounge space provided patient care and business needs are not compromised. The Employer and the Union will agree in writing that the alternate lounge space is acceptable.

Consistent short staffing shall not be considered sufficient reasons for constant denial of the two (2) fifteen (15) minute breaks or denial of the mid-shift meal break.

ARTICLE 83 TRAINING PAY

If an employee is called upon to train another employee for more than three (3) days, the employee performing the training will be given a one (1) step pay increase for the additional duties being performed for the length of the training period. This pay step will cease at the end of the training period.

ARTICLE 84 CONSECUTIVE SHIFTS

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

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

ARTICLE 85 CROSS TRAINING PROGRAMS

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

When cross-training programs are available or necessary, the employer will first seek volunteers. Selection from volunteers shall be made by seniority unless specific criteria is required as pre-established by Management. Criteria will be shared prior to posting of vacancy when opportunity is available. If there are insufficient volunteers to meet departmental needs, employees shall be assigned in inverse order of seniority. Volunteers must meet licensure requirements of the position. The Employer agrees to make cross-training programs and opportunities available to employees in the same classification and same department on an equitable basis.

ARTICLE 86 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.

EXHIBIT 1A
PUBLIC HEALTH TRUST CLASSIFICATIONS
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

CLASSIFICATION	OCCUPATIONAL CODE
ACCOUNT CLERK	059
AMBULATORY SYSTEMS TECHNICIAN	671
ANESTHESIA TECHNOLOGIST	868
AUTOMOTIVE EQUIPMENT OPERATOR 1	811
AUTOPSY AIDE	335
BIOMEDICAL ENGINEERING TECHNICIAN	406
BIOMEDICAL EQUIPMENT TECHNICIAN 1	401
BLOODLESS CENTER REPRESENTATIVE	898
BUYER	053
CARDIAC CATHETERIZATION TECHNICIAN	398
CARDIOLOGY TECHNICIAN 1	397
CARPENTER	820
CASHIER 1	051
CASHIER 2	052
CAT SCAN TECHNOLOGIST	339
CENTRAL SERVICE ASSISTANT	681
CENTRAL SERVICE TECHNICIAN	683
CENTRAL SUPPLY ASSISTANT	680
CHILDCARE WORKER	249
CLERK 1	001
CLERK 2	002
CLERK STENOGRAPHER 2	022
CLERK TYPIST 1	011
CLERK TYPIST 2	012
CLINICAL INFORMATION ANALYST	137
CMH ADMISSIONS REPRESENTATIVE	577
CMH CLERICAL SUPPORT 1	578
CMH CLERICAL SUPPORT 2	579
CMH CLERICAL SUPPORT 3	580
CMH COUNSELOR 1	582
CMH MEDICAL RECORDS ANALYST	591
CMH OUTREACH WORKER	593
CMH PREVENTION WORKER	595
CMH RESIDENTIAL WORKER	611
CMH SR MAINTENANCE TECH	613
CMH VEHICLE OPERATOR	615
COMMUICATION SERVICE REPRESENTATIVE	865
COMPUTER OPERATOR 1	165
COMPUTER OPERATOR 2	166
COMPUTER SPECIALIST	195
COMPUTER TECHNICIAN 2	193
COOK 1	717

137

CLASSIFICATION	OCCUPATIONAL CODE
COOK 2	718
COOK 3	719
COURT RECORDS SPECIALIST	255
CT SCAN TECHNOLOGIST	330
CT SCAN TECHNOLOGIST 2	476
CT SCAN TECH, OUTPATIENT IMAGING CTR	337
CUSTODIAL WORKER 1	754
CUSTODIAL WORKER 2	755
CYTOTECHNOLOGIST 1	331
CYTOTECHNOLOGIST 2	332
DATA CONTROL TECHNICIAN 1	158
DATA CONTROL TECHNICIAN 2	159
DENTAL ASSISTANT	480
DIETETIC TECHNICIAN	715
DISPATCHER	691
DOSIMETRIST	370
DRIVER ATTENDANT	673
DRIVER MESSENGER	007
DUPLICATING EQUIPMENT OPERATOR	044
DUPLICATING FORMS CLERK	010
ECHOCARDIOGRAPHER	368
ELECTRICIAN	823
ELECTROENCEPHALOGRAPH TECHNICIAN	381
EMERGENCY MEDICAL TECHNICIAN	675
EMERGENCY ROOM TECHNICIAN 1	268
EMERGENCY ROOM TECHNICIAN 2	269
EMERGENCY SUPPORT TECHNICIAN	265
EMERGENCY/SPECIAL CARE ASSOCIATE	080
ENDOSCOPY TECHNICIAN	399
ENGINEERING DRAFTER 2	204
ENVIRONMENTAL CLERK	005
ENVIRONMENTAL EQUIPMENT OPERATOR	753
ENVIRONMENTAL WORKER	751
ER TECHNICIAN	266
FAMILY SUPPORT WORKER	082
FOOD SERVICE WORKER 1	709
GROUNDSKEEPER	801
HEALTH RECORDS ANALYST	510
HEALTH SERVICES ASSOCIATE	079
HEALTH SERVICES CLERK	004
HEALTH SERVICES REPRESENTATIVE 1	676
HEALTH SERVICES REPRESENTATIVE 2	677
HISTOPATHOLOGY TECHNICIAN	325
HMO CLAIMS EXAMINER	539
HMO CLAIMS PROCESSOR	538
HOPISTAL PROCUREMENT SPECIALIST	050

CLASSIFICATION	OCCUPATIONAL CODE
HOSPITAL AUDIO VISUAL TECHNICIAN	081
HOSPITAL AUTOMATED SYSTEMS TECH	404
HOSPITAL BILLING CLERK	508
HOSPITAL COMMUNICATIONS SPECIALIST	670
HOSPITAL COMMUNICATIONS TECHNICIAN	405
HOSPITAL ELIGIBILITY SPECIALIST 1	641
HOSPITAL PAYROLL CLERK	055
HOSPITAL REFUSE WORKER	750
HOSPITAL SECURITY SPECIALIST	748
HOSPITAL UNIT SECRETARY	506
HOSPITAL UNIT SECRETARY FLOAT POOL	308
HYPERBARIC CHAMER OPERATOR	376
INFORMATION SPECIALIST	058
INFRASTRUCTURE TECHNICIAN	409
INTENSIVE CARE UNIT ASSISTANT	263
INTERPRETER	743
INVENTORY CLERK	047
IT CUSTOMER SERVICES REPRESENTATIVE 1	791
IT CUSTOMER SERVICES REPRESENTATIVE 2	792
LABORATORY ASSISTANT	301
LABORATORY TECHNICIAN	302
LABORER	804
LAUNDRY EQUIPMENT OPERATOR	774
LAUNDRY SPECIALIST	775
LAUNDRY WORKER 1	776
LAUNDRY WORKER 2	777
LOCKSMITH	805
MAILROOM CLERK	008
MAINTENANCE REPAIRMAN	813
MATERIAL SERVICES TECHNICIAN	149
MATERIALS SYSTEMS SPECIALIST	544
MATERIEL HANDLER	150
MATERIEL RECORD CLERK	060
MC-AUTHORIZATION FACILITATOR	787
MEDICAL ASSISTANT	894
MEDICAL RECORDS CODER	511
MEDICAL SECRETARY 1	031
MEDICAL SECRETARY 2	032
MEDICAL SURGICAL ATTENDANT	273
MEDICAL TRANSCRIPTIONIST	035
MENTAL HEALTH HOSPITAL SPECIALIST	874
MESSENGER	006
MINI COMPUTER PROGRAMMER/ANALYST 2	187
MRI TECHNOLOGIST	347
MRI TECHNOLOGIST 2	477
MRI TECH, OUTPATIENT IMAGING CTR	364

CLASSIFICATION	OCCUPATIONAL CODE
NEIGHBORHOOD WORKER	441
NETWORK ANALYST	180
NURSING ASSISTANT 1	251
NURSING ASSISTANT 2	252
NUTRITION ASSISTANT	714
NUTRITION UTILITY WORKER	716
NUTRITION WORKER	711
OFFICE SUPPORT SPECIALIST 1	018
OFFICE SUPPORT SPECIALIST 2	019
OFFICE SUPPORT SPECIALIST 3	020
OPERATING ROOM TECHNICIAN 1	258
OPERATING ROOM TECHNICIAN 2	259
ORTHOPEDIC TECHNICIAN	742
PAINTER	827
PATIENT CARE ASSOCIATE	078
PATHOLOGY ASSOCIATE 1	320
PATHOLOGY ASSOCIATE 2	321
PATHOLOGY ASSOCIATE 3	322
PATIENT BENEFIT/ACCOUNT AUDITOR	861
PATIENT CARE TECHNICIAN	276
PATIENT FIANANCE TRAINER	118
PATIENT FINANCE ASSOCIATE	530
PATIENT FINANCE SPECIALIST	866
PATIENT PLACEMENT CENTER ASSOCIATE	116
PATIENT REPRESENTATIVE	744
PATIENT SERVICES SPECIALIST	890
PEDORTHIST	422
PHARMACY ASSISTANT	491
PHARMACY TECHNICIAN	490
PHLEBOTOMIST	323
PHYSICAL THERAPY AIDE	429
PHYSICAL THERAPY ASSISTANT	430
PLASTERER	833
PLUMBER	841
POLYSOMNOGRAPHIC TECHNOLOGIST	446
POWER SYSTEMS TECHNICIAN	815
PRACTICAL NURSE 1	261
PRACTICAL NURSE 2	262
PROCUREMENT OFFICE CLERK	016
PROCUREMENT SUPPORT SPECIALIST	027
PROCUREMENT TECHNICIAN	870
PROSTHETIST	426
PROSTHETIST/ORTHOSTIST TECHNICIAN	420
PROSTHETIST/ORTHOTIST	423
PROSTHETIST/ORTHOTIST ASSISTANT	421
PULMONARY FUNCTION TECHNOLOGIST	880

CLASSIFICATION	OCCUPATIONAL CODE
QUALITY ASSURANCE ANALYST	518
QUALITY ASSURANCE COORDINATOR 1	521
QUALITY ASSURANCE COORDINATOR 2	522
RADIATION THERAPY TECHNOLOGIST 1	371
RADIATION THERAPY TECHNOLOGIST 2	372
RADIOLGOIC TECHNOLOGIST 2	342
RADIOLOGIC SPECIAL PROC. TECHNOLOGIST	856
RADIOLOGIC TECHNOLOGIST 1	341
RADIOLOGIC TECH 1, OUTPATIENT IMAGING CTR	334
RADIOLOGY SUPPORT ASSOCIATE	346
RECREATION LEADER	419
REFRIGERATION MECHANIC	844
REGISTERED RESPIRATORY THERAPIST - PEDI	482
REGISTERED RESPIRATORY THERAPIST	410
REHABILITATION ASSISTANT	449
RESPIRATORY THERAPIST	414
RESPIRATORY THERAPIST - PEDI	483
RESPIRATORY THERAPY TECHNICIAN 1	411
RESPIRATORY THERAPY TECHNICIAN 2	412
SECRETARY	038
SEMI-SKILLED LABORER	803
SENIOR DUPLICATING TECHNICIAN	009
SENIOR EMERGENCY ROOM TECHNICIAN	267
SENIOR MAILROOM CLERK	013
SHIPPING/RECEIVING SPEC 1	067
SHIPPING/RECEIVING SPEC 2	068
SPECIAL DUTY ATTENDANT 1	028
SPECIAL DUTY ATTENDANT 2	029
SR TELECOMMUNICATION TECHNICIAN	408
STRESS TECHNICIAN	T02
SUPPLY CLERK	045
SUPPORT ASSOCIATE 1	074
SUPPORT ASSOCIATE 2	075
SUPPORT ASSOCIATE 3	076
SUPPORT ASSOCIATE FLOAT POOL	309
SUTURE/ENDOSCOPY TECHNICIAN	304
SYSTEMS ANALYST 1	181
SYSTEMS ANALYST 2	182
SYSTEMS PROGRAMMER	175
TELEMETRY TECHNICIAN	354
TELEPHONE CONSOLE OPERATOR 1	188
TRANSCRANIAL DOPPLER TECHNICIAN	T01
TRANSPORT AIDE	690
TRANSPORT REPAIRMAN	692
ULTRASOUND TECHNOLOGIST	351
ULTRASOUND TECHNOLOGIST 2	478

CLASSIFICATION	OCCUPATIONAL CODE
ULTRASOUND TECH 1, OUTPATIENT IMAGING CTR	366
WASTE MANAGEMENT OPERATOR	752
WEB TECHNICIAN	557
WELDER	835

EXHIBIT 1B
SHIFT DIFFERENTIAL RATES

CLASSIFICATION	SHIFT	SHIFT DIFFERENTIAL
BIO-MED ENG TECH	EVE	$ 2.850
	NIGHT	$ 3.450
	WKND	$ 1.000
BIO-MED EQP TECH 1	EVE	$ 2.500
	NIGHT	$ 3.000
	WKND	$ 1.000
BIO-MED EQP TECH 2	EVE	$ 3.000
	NIGHT	$ 3.600
	WKND	$ 1.000
BLOODLESS CTR REP	EVE	$ 2.500
	NIGHT	$ 3.000
	WKND	$ 1.000
CAT SCAN TECH	EVE	$ 3.300
	NIGHT	$ 4.000
	WKND	$ 2.000
CARDIAC CATH TECH	EVE	$ 2.850
	NIGHT	$ 3.200
	WKND	$ 2.000
DIETETIC TECH	EVE	$ 1.350
	NIGHT	$ 1.600
	WKND	$ 0.650
DOSIMETRIST	EVE	$ 3.800
	NIGHT	$ 4.500
	WKND	$ 0.650
HEMODIALYSIS TECH	EVE	$ 1.350
	NIGHT	$ 1.600
	WKND	$ 1.000
HISTOPATH TECH	EVE	$ 2.600
	NIGHT	$ 3.100
	WKND	$ 2.000
HOSP COMM TECH	EVE	$ 2.600
	NIGHT	$ 3.100
	WKND	$ 1.000
HOSP SECURITY SPEC	EVE	$ 1.800
	NIGHT	$ 2.150
	WKND	$ 1.000
HUS	EVE	$ 1.250
	NIGHT	$ 1.750
	WKND	$ 0.900
HYPERBAR OPERATOR	EVE	$ 2.450
	NIGHT	$ 3.000
	WKND	$ 1.000

CLASSIFICATION	SHIFT	SHIFT DIFFERENTIAL
INTERPRETER	EVE	$ 1.950
	NIGHT	$ 2.300
	WKND	$ 1.500
LABORATORY TECH	EVE	$ 1.650
	NIGHT	$ 2.000
	WKND	$ 0.600
LPN 1 & 2	EVE	$ 2.900
	NIGHT	$ 4.000
	WKND	$ 1.000
MENTAL HEALTH HOSPITAL SPEC	EVE	$ 1.250
	NIGHT	$ 1.830
	WKND	$ 0.990
MINI-CMPTR PRG ANLST 2	EVE	$ 3.000
	NIGHT	$ 3.600
	WKND	$ 0.250
MRI TECH	EVE	$ 3.400
	NIGHT	$ 4.100
	WKND	$ 2.000
O.R. TECH 1 & 2	EVE	$ 2.000
	NIGHT	$ 3.000
	WKND	$ 1.500
PATIENT BEN ACCT AUD	EVE	$ 2.950
	NIGHT	$ 3.500
	WKND	$ 0.250
PATIENT REP	EVE	$ 2.480
	NIGHT	$ 3.000
	WKND	$ 1.000
PCT	EVE	$ 1.250
	NIGHT	$ 1.500
	WKND	$ 1.000
PHARMACY TECH	EVE	$ 2.000
	NIGHT	$ 2.400
	WKND	$ 1.000
PROSTHET/ORTHOT	EVE	$ 4.250
	NIGHT	$ 4.700
	WKND	$ 0.250
Q.A. ANALYST	EVE	$ 2.950
	NIGHT	$ 3.500
	WKND	$ 0.250
Q.A. COORDINATOR 1	EVE	$ 2.500
	NIGHT	$ 3.000
	WKND	$ 0.250
Q.A. COORDINATOR 2	EVE	$ 2.600
	NIGHT	$ 3.100

	WKND	$	0.250

CLASSIFICATION	SHIFT	SHIFT DIFFERENTIAL	
RAD SPECIAL PRCD TECH	EVE	$	2.950
	NIGHT	$	3.500
	WKND	$	1.000
RAD TECH 1 & 2	EVE	$	2.950
	NIGHT	$	3.500
	WKND	$	2.000
REG RESP THERAPIST (adult)	EVE	$	2.950
	NIGHT	$	3.250
	WKND	$	2.000
REG RESP THERAPIST (PEDI)	EVE	$	2.950
	NIGHT	$	4.150
	WKND	$	2.000
RESP THERAPIST (adult)	EVE	$	2.850
	NIGHT	$	3.200
	WKND	$	2.000
RESP THERAPIST (PEDI)	EVE	$	2.850
	NIGHT	$	4.150
	WKND	$	2.000
RESP THER TECH 1 & 2	EVE	$	2.000
	NIGHT	$	2.500
	WKND	$	1.750
ULTRASOUND TECH	EVE	$	3.300
	NIGHT	$	4.000
	WKND	$	2.000

Received HR-ER Dept.

JUN 3 0 2003

Letter of Agreement

Effective Sunday, June 8, 2003, AFSCME Local 1363 and the Materiel Management Department of the Public Health Trust agree to the following:

1. Employees in the classification of Transport Repairman will be provided a list of tools, which each employee will be required to obtain.

2. Each employee will be given until November 1, 2003 to obtain all the tools on the tool list.

3. Effective November 15, 2003, each employee having the tools on the Tool List will be eligible for the tool allowance of $210.00 net per calendar year paid in equal installments on May 15 and November 15th in accordance with the Tool Allowance Article in the AFSCME contract.

~~Alonso Cook~~ Alson Cook
Vice President
Logistics & Distribution

Vivienne Dixon-Shim
President
AFSCME Local 1363

Danny L. Curry
Assistant Director
HR Division

~~Leon Fuller~~ Manny Arey Jr.
Field Services Director
AFSCME Council 79 / Region 5

Jackson HEALTH SYSTEM

SETTLEMENT AGREEMENT

This Agreement is entered into this ___th day of October, 2006 by and between the Public Health Trust of Miami-Dade County (the "PHT") and American Federation of State, County and Municipal Employees, AFL-CIO Local 1363 ("AFSCME").

WHEREAS, a grievance and arbitration arose between the parties on or about January 4, 2005 (AAA Case No. 323900053106, AFSCME Class Action – 4 Hours Administrative Leave for Christmas & New Year's Eve) concerning a dispute over the application of Article 8, sections #1 and #2 of the AFSCME CBA, and

WHEREAS, the above-referenced grievance filed by AFSCME was scheduled for November 2006; and

WHEREAS, the parties desire to settle this grievance and arbitration; and

The parties agree to settle this dispute as follows:

1. The grievance filed by AFSCME on January 4, 2005 (AAA Case No. 323900053106, AFSCME Class Action – 4 Hours Administrative Leave for Christmas & New Year's Eve) is hereby withdrawn with prejudice.

2. Beginning December 1, 2006, and going forward, all AFSCME Local 1363 bargaining unit members shall thereafter receive full AD time for one-half day for Christmas and one-half day for New Year's Eve day as a prevailing benefit under the parties' agreement.

3. Any and all claims for past AD time for the above-referenced holidays is waived.

4. The PHT reserves the right in case of a financial emergency or crisis to re-open the collective bargaining agreement, upon 30-days prior written notice to AFSCME, for the sole purpose of addressing the future of AD time for the above referenced holidays. If such a re-opener should occur, the parties' bargaining unit will be conducted pursuant to Fla. Stat. Chapter 441, including its impasse resolution procedure. Until the parties resolve the re-opener per the statutory mechanism, the status quo as outlined in paragraph three above shall be reserved and honored.

5. This Settlement shall apply to and serve as the agreed upon interpretation and implementation of the collective bargaining agreement between the parties.

6. The parties shall evenly split the cost of the arbitration.

7. This Agreement shall be resolved and enforced pursuant to the parties' arbitration mechanism in the pertinent Collective Bargaining Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the day and year first above written.

American Federation of State, County and Municipal Employees, AFL-CIO LOCAL 1363

By: _____

Name: Vivienne Dixon-Shim

Title: President

THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

By: _____

Name: Danny L. Curry, SPHR

Title: Director, Employee/Labor Relations & Workforce Compliance

Jackson HEALTH SYSTEM

Employee/Labor Relations &
Workforce Compliance Department
1611 N.W. 12TH Avenue, PPW L109B
Miami, Florida 33136-1096
Telephone: 305-585-7268
Fax: 305-585-7645

April 16, 2007

Vivienne Dixon-Shim
President
AFSCME – Local 1363
99 NW 183rd Street, Suite 224
Miami, FL 33169

RE: Float Pool

Dear Ms. Dixon-Shim:

When we met in February to discuss the Float Pool, you indicated that it was acceptable however you would like to forward it to your attorney for review. As I have not heard from you, attached is a copy of the final document outlining the terms and conditions of the Float Pool for Employees in the AFSCME bargaining unit.

The PHT will begin recruiting for the Float Pool immediately.

Should you have any questions, please do not hesitate to contact my office at (305) 585-7268. Thanks for your cooperation in this matter.

Sincerely,

(ORIGINAL SIGNED)

Danny L. Curry
Director
Employee/Labor Relations & Workforce Compliance Department

DLC/cmc
cc: Trummell Valdera, SPHR, Senior Vice President/CHRO
Maria Huot-Barrientos, Director, Recruitment Services
Ruth Francis, Director, Human Resources, JSCH
Marcia Barton-Radlein, Director, HR-JNMC
Kathy Griffin, Administrator, Central Staffing
E/LR&WC Department

105

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Central Staffing Float Pool
For AFSCME covered employees

1. Terms and Conditions

- The float pool team will be subject to the PHT Pay Plan, 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 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.

Full-time / Part-time with Benefits

- Full-time and part-time float pool employees will be assigned to the central staffing float pool for a 26 week period.
- During the 26 weeks, all full-time float pool employees are committed to work at least 72 hours or 80 hours per pay period, depending upon their shift. Part-time float pool employees must work a minimum of 60 hours per pay period.
- Employees will be placed in the float team cost center.
- Upon completion of the 26-week period, full-time and part-time float pool employees may sign up for the next 26 week period or apply for a regular full-time position if available.
- Employee must provide written notification to his/her manager 30 days before the end of the 26-week period regarding continuation to the next 26-week period
- Full-time or part-time float pool employees who voluntary 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.

2. Salaries- Differentials and Pay Supplements for Full-time and Part-time floaters

a) Salaries:

- Float Pool employees will be hired into the current wage scale using the Recruitment guidelines and will also receive a $50.00 bi-weekly pay supplement.

b) Pay differentials:

- The appropriate night, evening and weekend shift differential will be paid to all float team members. Also, the appropriate differential will be paid for all hours worked on a shift where the majority of the hours occur during the evening or night shift.

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

- Float Pool employees 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.

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

c) Pay Supplements:

- $50.00 bi-weekly pay supplement will be paid to float pool employees.

Full-time and part-time float pool employees have more than 10 days of planned leave during that period and/or more than 2 unplanned days during the same period will be eliminated from the program.

Benefits:

- Float pool employees assigned to work more than 60 hours per pay period will be eligible to participate in the Flexible Benefits Plan as well as the Paid-Time-Off and Retirement Plan.
- Newly hired float pool employees will be eligible to receive flexible benefit plan benefits the 1st of the month after 90 days of employment.
- Flexible benefit plans float pool employees are eligible to participate in include: group medical, dental, vision, term life, short and long term disability insurance and flex spending account.
- Float pool employees will be eligible for enrollment in the PHT pension plan on the first date of employment.

3. Overtime

Overtime will be paid according to the Fair Labor Standards Act

Central Staffing Float Pool Compensation & Benefits Summary Chart

Full Time
Part-Time (min 60 hours per pay period)

	Base Rate will be paid in accordance with the Pay Plan	
	Bi-weekly Pay Supplement	Benefits
Hospital Unit Secretary; Support Associate 3	FT $50.00 PT-Prorated on hours worked	• Med/Den/Vision/Life • Retirement • Leave Accrual

These pay supplements will be analyzed and adjusted as necessary to remain market competitive. These rates will not be affected by any cost-of-living increases.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda No.: 10(A)2

File Number: 090996

Committee(s) of Reference: Board of County Commissioners

Date of Analysis: April 23, 2009

Type of Item: Collective Bargaining Agreement

Summary

This resolution approves and ratifies the execution of the 2008-2011 Collective Bargaining Agreement (AFSCME Agreement) between Miami-Dade County, the Public Health Trust (PHT), and the American Federation of State, County and Municipal Employees (AFSCME), Local 1363.

The AFSCME Agreement was accepted by the Trust on February 23, 2009; however, Chapter 25A-4(c)(4) does not permit the PHT to enter into a contract with any labor union without first having obtained the approval of the Board of County Commissioners (BCC). **The AFSCME Agreement will cover 5,278 employees in the bargaining unit classification and provides a wage increase equivalent to the highest wage increase within Miami-Dade County unions for FY 2008-09, FY 2009-10, and FY 2010-11.**

Comments

On December 16, 2008, the BCC, through Resolutions 1412-08 and 1413-08, approved a Collective Bargaining Agreement with the registered nurses, and SEIU Local 1991 affecting 3,702 employees.

A memorandum from Ernesto A. De La Fe, Public Health Trustee, was attached to the Collective Bargaining Agreement for the SEIU, Local 1991. The letter reads that "given our strained finances, we have not budgeted for a wage increase in our 2008-09 operating plan. A 1% COLA increase would increase operating losses by approximately $10 million. Annual step/merit increases are expected to cost the PHT over $25 million during the next year." Furthermore, the memorandum reads "the PHT does not expect to balance the 2009-08 budget" and "any new expenses will only worsen our financial status, and likely will lead to reductions in service and staffing."

Impact of COLA on JHS 2008-2011 AFSCME Contract Scenario's 1 & 2

Scenario #1	2008 Payroll Register	0%	1%	2%	
		Year 1	Year 2	Year 3	Total
Wages	$213,256,605.55	$213,256,605.55	$215,389,171.61	$219,696,955.04	

Accrued PL	$15,335,844.04	$15,335,844.04	$15,489,202.48	$15,798,986.53	
Extended illness	$6,617,652.40	$6,617,652.40	$6,683,828.92	$6,817,505.50	
	$235,210,101.99	$235,210,101.99	$237,562,203.01	$242,313,447.07	
Cost of proposal			**$2,352,101.02**	**$4,751,244.06**	
Total cost of proposal			**$2,352,101.02**	**$7,103,345.08**	**$9,455,446.10**

Scenario #2	**2008 Payroll Register**	**1%**	**2%**	**3%**	
		Year 1	**Year 2**	**Year 3**	**Total**
Wages	$213,256,605.55	$215,389,171.61$	$219,696,955.04	$226,287,863.69	
Accrued PL	$15,335,844.04	$15,489,202.48	$15,798,986.53	$16,272,956.13	
Extended illness	$6,617,652.40	$$6,683,828.92	$6,817,505.50	$7,022,030.67	
	$235,210,101.99	$237,562,203.01	$242,313,447.07	$249,582,850.48	
Cost of proposal		**$2,352,101.02**	**$4,751,244.06**	**$7,269,403.41**	
Total cost of proposal		**$2,352,101.02**	**$7,103,345.08**	**$14,372,748.49**	**$23,828,194.59**

Excludes increased costs of benefits; only includes impact for AFSCME.

Source: Jackson Health System Budget Department

Prepared by: Michael Amador-Gil