

Memorandum



Date: May 4, 2010

Agenda Item No. 14(A)(3)

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

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

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

Recommendation

The attached item is being placed on the Board of County Commissioner's agenda at the request of John Copeland III, Chairman of the Public Health Trust (PHT) following the PHT's vote on April 26, 2010 to recommend approval. Pursuant to Chapter 25A-4(c)(4), the Trust cannot enter into a contract with any labor union without first having obtained the approval of the Board of County Commissioners (Board).

Scope

The impact of this agenda item is countywide.

Fiscal Impact

The attached collective bargaining agreements impact the personnel costs of Jackson Health System (JHS).

Track Record/Monitoring

Collective bargaining agreements for JHS employees are managed by the PHT.

Background

Collective bargaining agreements between the PHT and its employees are traditionally placed on the Board's agenda at the request of the PHT's Chairman and come to the Board without analysis from the County administration. However, given the current financial situation at JHS and the Board's imposition of management watch, staff has evaluated each collective bargaining agreement.

This agreement includes the five percent contribution to health-coverage costs, freezes to merit and longevity, and a three percent COLA in FY 2010-11. It also includes a provision for creating future employee incentive programs tied to achievement of clearly defined goals, which also has precedent in the County's own agreements. The attached memorandum from Dr. Roldan summarizes these changes.

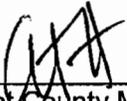
The two significant differences between this agreement and the County's collective bargaining agreements are that:

- The proposed JHS contract does not suspend premium pay, the \$50 biweekly supplement that has been suspended for almost all County employees, including both unionized and exempt staff.
- The proposed JHS contract would suspend flex payments for 15 months, rather than the 12-month suspension enacted for County employees. The savings from the additional three months would be deposited into union-controlled accounts to "assist in the turnaround and sustainability of JHS through education, training, symposia, communications, demonstration projects, on-site review of efficiency programs, utilization of experts, and such other related activities." If those union initiatives result in demonstrated savings, two percent of those savings would be returned to the union.

Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners
Page 2

Another crucial difference between the County's negotiations and those occurring at JHS is whereas the County was negotiating new successor agreements to cover FY 2008-09 through 2010-11; JHS unions are in the middle of existing multi-year agreements and have agreed to reopen those agreements to make concessions. That precludes either the Trust or the Board from declaring an impasse to unilaterally impose concessions upon the JHS unions.

As has been the case with the County's own collective-bargaining agreements, timeliness is critical. The more quickly cost reductions can be implemented; the more money will be saved during the current fiscal year.



Assistant County Manager

Attachments



MEMORANDUM

(Revised)

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

DATE: May 4, 2010

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

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(3)
5-4-10

RESOLUTION NO. _____

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

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

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

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to 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 4th day of May, 2010. 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

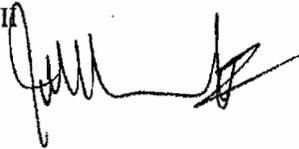
Approved by County Attorney as
to form and legal sufficiency. 

MEMORANDUM

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

DATE:

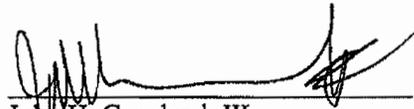
FROM: John H. Copeland, III
Chairman
Board of Trustees
Public Health Trust



RE: Resolution Approving
and Ratifying Execution
of the 2008-2011
Collective Bargaining
Agreement between
Miami-Dade County,
the Public Health
Trust and the
Attending Physicians
SEIU, Local 1991

At its 4/5/10 meeting, the Executive Committee of the Board of Trustees of the Public Health Trust, acting for the Board of Trustees when an emergency action of the Board is required under circumstances making it impossible to assemble the Trustees in a timely manner, adopted Resolution No. PHT 018, accepting the 2008-2011 Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust and the Attending, Service Employees International Union (SEIU), Local 1991 and forwarding such agreement to the Miami-Dade County Commission for ratification. Section 25A-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.

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



John H. Copeland, III
Chairman
Public Health Trust



April 27, 2010

Honorable Mayor Carlos Alvarez
Miami Dade County
Stephen P. Clark Center
111 NW 1st Street, 29th Floor
Miami, Florida 33128

RE: Four Collective Bargaining Agreement Resolutions as Attached

Dear Mayor Alvarez:

Mayor Alvarez, as you are aware the Public Health Trust will submit to the Board of County Commissioners for its May 4th meeting the referenced Resolutions for the Commission's approval and ratification of the amended Collective Bargaining Agreement by and among the County, the Public Health Trust and the American Federation of State, County and Municipal Employees Union (AFSCME) and Service Employees International Union (SEIU) bargaining units. I respectfully request that upon the Commission's passage and adoption of the Resolutions that you consider immediately indicating your approval of the Resolutions by signing it in the spaces provided for Mayoral approval rather than permitting the Resolutions to become effective by allowing ten (10) days to elapse without exercising a veto. My request is made so that the Trust can derive the immediate financial benefit of the amended Collective Bargaining Agreements by the next pay period following ratification.

If you should have any questions, I am always available to respond to any concerns that you or your staff may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eneida O. Roldan".

Eneida O. Roldan, MD, MPH, MBA
President and Chief Executive Officer

:dlg

cc: David Small, Executive Vice President and Chief Operating Officer
Attachment: CBA Resolutions



MEMORANDUM

TO: Chairman and Board Members
Public Health Trust/Jackson Health System
FROM: Dr. Enelda O. Roldan, President & CEO
Public Health Trust
DATE: March, 2010

SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND SEIU LOCAL 1991
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991, ATTENDING PHYSICIANS (APPROXIMATELY 129) EMPLOYEES

This memorandum summarizes the highlights of the listed Collective Bargaining Agreement. This agreement was ratified by the membership of the referenced labor organization on March 26, 2010. Upon acceptance by the Public Health Trust Board, the Agreement will be forwarded to the Board of County Commissioners of Miami-Dade County for ratification. This contract is a 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 unions and management both recognize the financial challenges represented by this contract. The parties have agreed to work collaboratively to address these issues.

I 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.



ECONOMIC

- 1. Article XI, Salaries, section 4 B shall be amended by adding the following:
Effective the beginning of the first pay period after ratification, all employees in the bargaining unit shall be required to contribute five (5%) of base wages toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of the Article XVIII, under Group Insurance. The deduction shall be in pre-tax dollars to the extent allowable by law. This is an ongoing contribution.
Notwithstanding the foregoing, 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 a 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.)
Third Year 2010-2011
Effective the beginning of the first pay period in July 2011, all employee wages and the range minimum and maximum shall be increased by three (3%) percent.
2. The concessions to help save JHS agreed to herein are contingent upon all other employees, whether represented or unrepresented, contributing equitable concessions.
3. Article XVI shall be amended by adding the following paragraph as new section F as follows:
Notwithstanding the provisions herein, there shall be no layoffs in any bargaining unit positions beyond those presented on March 16, 2010, to the Board of County Commissioners (i.e. RNs - 112, Professional Unit -63, Attending Physicians - 16) prior to October 1, 2010. Provided however the employer shall continue to abide by the parties' 45-day partnership letter agreement dated February 25, 2010.
4. Article XVII shall be amended by adding the following paragraph:

Protection – Core Patient Services: Notwithstanding the provisions of Article XVII, there shall be no contracting out of bargaining unit work/positions in core patient services (including but not limited to Ryder Trauma, Emergency Care Center, and all medical and surgical positions supporting of the ECC, all inpatient hospitalist physicians) period to October 1, 2010. Thereafter during the term of the contract, there shall be no contracting out of the positions/work in core patient services except by mutual written agreement.

5. Article XVIII – Group Insurance is added as follows at subsection C 2:

Effective on the first pay period upon ratification of this agreement, this flex dollar contribution shall be suspended for the following 15 months. One-fifth of the value of this suspended benefit shall be transferred to the JHS Sustainability Project outlined in this contract on a monthly basis. Thereafter the \$1000 employer contribution shall be automatically restored to the Flexible Benefits Plan.

6. Article XIV, section 2 is amended by adding at the beginning of section 2:

Effective upon ratification of this agreement, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, payment of longevity bonuses shall be automatically restored.

7. The new articles identified below (JHS Sustainability Project and Joint Efficiencies Task Force) shall be adopted.

8. Article XXIX, Duration shall be amended as follows:

The collective bargaining agreement between the PHT, Miami-Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 2008 and continue to September 30, 2011.

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

9. Except as herein revised, all other provisions of the contract shall remain in place.

10. New Article – JHS SUSTAINABILITY PROJECT:

There shall be established the JHS Sustainability Project. The purpose of the Project is to assist in the turnaround and sustainability of JHS through education, training, symposia, communications, demonstration projects, on site review of efficiency programs, utilization of experts, and such other related activities. The Project shall be funded through contributions as specified in Article XXI C2. Those contributions shall be deposited into a separate Union account every thirty days to be administered and directed by the Union and to be used for the purposes of the Project. Any such turnaround/financial experts used herein shall be fully integrated into the employer's turnaround and sustainability efforts at all stages (planning, idea, generation, analysis, decision making, shared documentation and implementation) and shall work in conjunction with the JHS experts in this regard. All SEIU request for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billings, audits and other records shall be provided within 72 business hours of the request at no charge. Such experts shall be provided access to the employer facilities and shall be provided suitable working space at the facility.

11. New Article – JOINT EFFICIENCIES TASK FORCE:

A. The Union and the Employer recognize that it is in the interest of all parties to find efficiencies in order to maximize fiscal responsibility. To that end, the Employer shall provide no less than 8 FTE paid released employees selected by SEIU to work on the Joint Efficiencies Task Force. The purpose of the Task Force shall be to identify and to address workplace efficiencies. This Task Force shall be jointly administered by the Union and the Employer, each of which shall appoint two employees upon ratification for purposes of administering and leading the Efficiencies Task Force.

B. Within 90 days of ratification, the parties shall jointly develop a program for establishing employee incentives for identifying and generating workplace efficiencies and savings. The details and terms of this program, including but not limited to its procedure, savings distributions and formula for incentives, will be jointly agreed to by the parties. Should the parties not reach agreement at the end of the 90 day period, all disputes shall be resolved through final and binding interest arbitration before Arbitrator Robert Hoffman or Mark Lurie in the event Hoffman is unable to serve.

C. The parties have agreed to jointly seek new revenues. In recognition of this successful effort, the equivalent of 2 percent of such monies received shall be contributed annually to the JHS Sustainability Project as outlined in this contract.

D. T.O.P.S. review shall be a first agenda item addressed by the Joint Efficiencies Task Force.

CLARIFICATION

MUTUAL CLARIFICATION OF INTENT OF ARTICLE XI, Salaries, Section 3

This is to clarify the parties' intent regarding Article XI, Salaries, Section 3, which provides that "all employees in the bargaining unit shall receive the highest salary increase received by any other" County or PHT bargaining unit for any period during the 2009 – 2010 fiscal year. The parties recognize that the Government Supervisors Association bargaining unit has negotiated two pay increases, one for fiscal year 2009 – 2010 of 1%, effective the last pay period of FY 2009 – 2010 and one for fiscal year 2010 – 2011 of 2%, effective the last pay period of FY 2010 – 2011. The rest of the County's units have agreed to no raise for FY 2009 – 2010 and 3%, effective July 2011. The parties recognize that GSA accepted the one and two percent raises in lieu of the one three percent raise and that other bargaining units accepted the three percent raise in lieu of the one and two percent raises GSA received. No bargaining unit has received both. The parties have agreed to the same three percent raise that each of the County's bargaining units other than GSA have received. The parties recognize that the 3% raise for FY 2010 – 2011 is in lieu of the 1 and 2 percent raises GSA received and no attempt will be made to seek what GSA received in addition to the 3% raise negotiated.

This clarification shall be deemed binding on all parties to the collective bargaining agreement.

CLARIFICATION RE IMPASSE

In the event the parties' representatives are unable to reach a proposed agreement or the parties fail to ratify a proposed agreement, the parties reserve their rights to proceed in accordance with the provisions of Fla. Stat. Ch. 447. In particular, the parties recognize that they have ratified agreements with the Registered Nurse unit and the Medical Professionals unit, which are in effect through Fiscal Year 2010 – 2011. These contracts are subject to change only by mutual agreement to reopen or in the event of financial urgency through the provisions of Fla. Stat. Section 447.4095. The parties have open agreements with the Physicians unit and Medical Residents unit, which are subject to resolution through negotiation and the impasse process.

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RESOLUTION NO. PHT 04/10 – 018

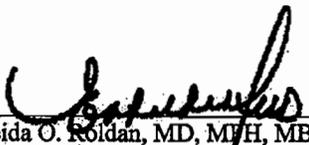
**RESOLUTION ACCEPTING THE 2008-2011 COLLECTIVE
BARGAINING AGREEMENT AMONG MIAMI-DADE COUNTY,
THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES
INTERNATIONAL UNION, (SEIU) ATTENDING PHYSICIANS
LOCAL 1991, AND FORWARDING SUCH AGREEMENT TO THE
MIAMI-DADE COUNTY COMMISSION FOR RATIFICATION**

WHEREAS, the President and Chief Executive Officer and staff of the Public Health Trust have negotiated in good faith with representatives of the SEIU Attending Physicians, Local 1991, 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 President and Chief Executive Officer and the Public Health Trust Board of Trustees desires to accomplish the purposes outlined in the accompanying memorandum and recommends acceptance of the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust, and SEIU Attending Physicians, Local 1991, for the period of October 1, 2008 through September 30, 2011 and hereby forwards the agreement to the Miami-Dade County Commission for ratification.



Eneida O. Roldan, MD, MPH, MBA
President and Chief Executive Officer
Jackson Health System

**Agenda Item (4)
Special Executive Committee
April 5, 2010**

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The foregoing resolution was offered by Mr. Copeland and the motion was seconded by Ms. Ford as follows:

<u>Executive Committee</u>	
Angel Medina, Chairperson	Aye
John H. Copeland, III	Aye
Marcos J. Lapciuc	Absent
Georgena D. Ford, RN	Aye
Jorge L. Arrizurieta	Aye
Rosy Cancela	Absent
Ernesto A. de la Fe	Absent
Abraham A. Galbut	Absent
Martin G. Zilber	Absent
Commissioner Dorrin Rolle	Absent
Commissioner Javier Souto	Aye

The Chairperson of the Executive Committee thereupon declared the resolution duly passed and adopted this 5th day of April 2010.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: Georgena D. Ford, RN
Georgena D. Ford, RN, Secretary

Approved by the County Attorney as to form
and legal sufficiency ES

Tentative Agreement

SEIU - Attending Physicians CBA

March 18, 2010

1. Article XI, Salaries, section 4 B shall be amended by adding the following:

B. Effective on the first pay period after ratification, all employees in the bargaining unit shall be required to contribute five percent of base wages toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article XVIII, under Group Insurance. The deduction shall be in pre-tax dollars to the extent allowable by law.

Notwithstanding the foregoing, 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 an collective bargaining agreement between Miami-Dade County (or PHT) and any collective bargaining agent (including but not limited to PBA/Police, IAER/Fire Rescue, TWU/Transit, etc.)

Year 2010-2011. Effective the first pay period in July 2011, all employee wages and the range minimum and maximum shall be increased by three percent (3%).

2. The concessions to help save JHS agreed to herein are contingent upon all other employees, whether represented or unrepresented, contributing equitable concessions.

3. Article XVI shall be amended by adding the following paragraph as new section F as follows:

Notwithstanding the provisions herein, there shall be no layoffs in any bargaining unit positions beyond those presented on March 16, 2010, to the Board of County Commissioners (i.e. RNs - 112, Professional Unit - 63, Attending physicians - 16) prior to October 1, 2010.

Provided however the employer shall continue to abide by the parties' 45 day partnership letter agreement dated February 25, 2010:

4. Article XVII shall be amended by adding the following paragraph:

Protection -- Core Patient Services: Notwithstanding the provisions of Article XVII, there shall be no contracting out of bargaining unit work/positions in core patient services (including but not limited to Ryder Trauma, Emergency Care Center, and all medical and surgical positions supporting of the ECC, all inpatient hospitalist physicians) prior to October 1, 2010. Thereafter during the term of the contract, there shall be no contracting out of the positions/work in core patient services except by mutual written agreement.

5. Article XVIII -- Group Insurance is amended as follows at subsection C 2:

Effective on the first pay period upon ratification of this agreement, this flex dollar contribution shall be suspended for the following 15 months. One-fifth of the value of this suspended benefit shall be transferred to the ^{ERL MB} SERO ~~Program~~ HIS Sustainability Project outlined in this contract on a monthly basis. Thereafter the \$1000 employer contribution shall be automatically restored to the Flexible Benefits Plan.

6. Article XIV section 2 is amended by adding at the beginning of section 2:

Effective upon ratification of this agreement, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, payment of longevity bonuses shall be automatically restored.

7. The new articles identified below (JHS Sustainability Project and Joint Efficiencies Task Force) shall be adopted.

8. Article XXIX Duration shall be amended as follows:

The collective bargaining agreement between the PHT, Miami Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 2008 and continue to September 30, 2011.

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

9. Article XI section 3E shall be amended to add at the end of section 3E as follows:
Effective upon ratification of this agreement, the \$50 biweekly pay supplement shall be suspended. The \$50 biweekly pay supplement shall be restored automatically one year after ratification of this agreement.

10. Except as herein revised, all other provisions of the contract shall remain in place.

11. New Article - JHS SUSTAINABILITY PROJECT:

There shall be established the JHS Sustainability Project. The purpose of the Project is to assist in the turnaround and sustainability of JHS through education, training, symposia, communications, demonstration projects, on site review of efficiency programs, utilization of experts, and such other related activities. The Project shall be funded through contributions as specified in Article XXI C2. Those contributions shall be deposited into a separate Union account every thirty days to be administered and directed by the Union and to be used for the purposes of the Project. Any such turnaround/financial experts used herein shall be fully integrated into the employer's turnaround and sustainability efforts at all stages (planning, idea generation, analysis, decision making, shared documentation and implementation) and shall work in conjunction with the JHS experts in this regard. All SEIU requests for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billings, audits and other records shall be provide within 72 business hours of the

Attendings - 3/18/10 - A

MB
OTHER

request at no charge. Such experts shall be provided access to the employer facilities and shall be provided suitable working space at the facility.

12. New Article - JOINT EFFICIENCIES TASK FORCE

A. The Union and the Employer recognize that it is in the interest of all parties to find efficiencies in order to maximize fiscal responsibility. To that end, the Employer shall provide no less than 8 FTE paid released employees selected by SBU to work on the Joint Efficiencies Task Force. The purpose of the Task Force shall be to identify and to address workplace efficiencies. This Task Force shall be jointly administered by the Union and the Employer, each of which shall appoint two employees upon ratification for purposes of administering and leading the Efficiencies Task Force.

B. Within 90 days of ratification, the parties shall jointly develop a program for establishing employee incentives for identifying and generating workplace efficiencies and savings. The details and terms of this program, including but not limited to its procedure, savings distributions and formula for incentives, will be jointly agreed to by the parties. Should the parties not reach agreement at the end of the 90 day period, all disputes shall be resolved through final and binding interest arbitration before Arbitrator Robert Hoffman or Mark Lurie in the event Hoffman is unable to serve.

C. The parties have agreed to jointly seek new revenues. In recognition of this successful effort, the equivalent of 2 percent of such monies received shall be contributed annually to the JHS Sustainability Project as outlined in this contract.

D. TOPS review shall be a first agenda item addressed by the Joint Efficiencies Task

Force.

Martha Baker
Martha Baker, R.N., B.S.N.
President
SEIU Local 1991

Dated: 3-18-10

Eneida O. Roldan
Eneida O. Roldan, M.D., M.P.H., M.B.A.
President and CEO
Jackson Health System/PHF of MDC

Dated: 3/18/10

Attendings - 3/18/10 - A

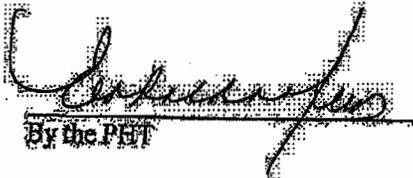
MB
BR

MUTUAL CLARIFICATION OF INTENT OF ARTICLE XI, Salaries, Section 3

This is to clarify the parties' intent regarding Article XI, Salaries, Section 3, which provides that "all employees in the bargaining unit shall receive the highest salary increase received by any other County or PHT bargaining unit for any period during the 2009-2010 fiscal year. The parties recognize that the Government Supervisors Association bargaining unit has negotiated two pay increases, one for fiscal year 2009-2010 of 1%, effective the last pay period of FY 2009-2010 and one for fiscal year 2010-2011 of 2%, effective the last pay period of FY 2010-2011. The rest of the County's units have agreed to no raise for FY 2009-2010 and 3%, effective July 2011. The parties recognize that GSA accepted the one and two percent raises in lieu of the one three percent raise, and that other bargaining units accepted the three percent raise in lieu of the one and two percent raises GSA received. No bargaining unit has received both. The parties have agreed to the same three percent raise that each of the County's bargaining units other than GSA have received. The parties recognize that the 3% raise for FY 2010-2011 is in lieu of the 1 and 2 percent raises GSA received and no attempt will be made to seek what GSA received in addition to the 3% raise negotiated.

This clarification shall be deemed binding on all parties to the collective bargaining agreement.


By the Union 3/19/10


By the PHT 3/18/10

CLARIFICATION RE IMPASSE

In the event the parties' representatives are unable to reach a proposed agreement or the parties fail to ratify a proposed agreement, the parties reserve their rights to proceed in accordance with the provisions of Fla. Stat. Ch. 447. In particular, the parties recognize that they have ratified agreements with the Registered Nurse unit and the Medical Professionals unit, which are in effect through Fiscal Year 2010-2011. These contracts are subject to change only by mutual agreement to reopen or in the event of financial urgency through the provisions of Fla. Stat. §447.4095. The parties have open agreements with the Physicians unit and Medical Residents unit, which are subject to resolution through negotiation and the impasse process.

Michael J. 3/10/10
Michael J. 3/10/10

**AMENDMENT TO THE MARCH 18, 2010 AGREEMENT BETWEEN
THE SEIU – ATTENDING PHYSICIANS AND THE JACKSON HEALTH
SYSTEM/PUBLIC HEALTH TRUST**

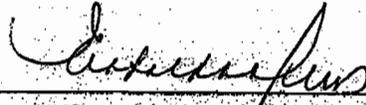
This agreement is amended as follows:

Paragraph 9. of the March 18, 2010 agreement between the SEIU and the JHS/PHT signed by Martha Baker, President – SEIU and Dr. Enelda Roldan, President and CEO JHS/PHT concerning Article XI Section 3E – ECC Special Wage Provision is hereby deleted.

Therefore, the full time ECC bargaining unit employees will continue to receive the \$50.00 bi-weekly pay supplement.



**Martha Baker, R.N., B.S.N.
President
SEIU Local 1991**



**Enelda O. Roldan, M.D., M.P.H, M.B.A.
President and CEO
Jackson Health System/PHT of MDC**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

LOCAL 1991

THE SERVICE EMPLOYEES INTERNATIONAL UNION

(ATTENDING PHYSICIANS BARGAINING UNIT)

OCTOBER 1, 2005 – SEPTEMBER 30, 2008



LARRY R. HANDFIELD, Esq.
Chairman
Public Health Trust

Executive Offices
Jackson Memorial Hospital
1611 N.W. 12th Avenue
Miami, Florida 33136-1096

MEMORANDUM

TO: Honorable Chairman Joe A. Martinez and
Members, Board of County Commissioners

DATE:

FROM: Larry Handfield, Chairman
Board of Trustees
Public Health Trust

SUBJECT: Resolution Approving
and Ratifying Execution
of the 2005-2008
Collective Bargaining
Agreement Between
Miami-Dade County, the
Public Health Trust and
the Attending Physicians,
SEIU, Local 1991

RECOMMENDATION

It is recommended that the attached 2005-2008 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and the Attending Physicians, SEIU, Local 1991 be approved by the Board of County Commissioners.

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

BACKGROUND

Collective bargaining negotiations produced the attached contract which was ratified by the Attending Physicians, SEIU, Local 1991 on May 8, 2006. The Board of Trustees of the Public Health Trust accepted the contract at its meeting on May 22, 2006, pursuant to Resolution No. PHT 05/06-045, 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 124 employees covered by this Agreement.

An Equal Opportunity Employer

BOARD CERTIFICATION

All Hospitalists in the bargaining unit, except those assigned to the Emergency Care Center shall receive an annual supplement of \$4,000.00 for the maintenance of current board certification. In the event of a qualifying second board certification, the Hospitalists shall receive an additional annual supplement of \$1,000.00.

GROUP INSURANCE

The Trust will provide an annual \$1,000.00 contribution to the Flexible Benefits Plain paid in biweekly increments for PHT employees eligible for group health insurance or the Flexible Benefits Plan.

PERSONAL LEAVE/VACATION ACCRUAL CASH OUTS

In order to comply with Internal Revenue Service (IRS) regulations, effective the first pay period following final ratification, employees who have at least 80 hours of unused personal leave/vacation as of the election date (December 1 – December 31) of any calendar year (Election Year) may receive cash instead of 40 to 160 hours (if employed less than 10 years of continuous service) or up to 240 hours (if employed 10 years or more of continuous service). Employees may not elect to receive cash for more hours than accrued on the next calendar year (Accrual Year). Elections for payout are irrevocable and will be paid in the last pay period of December of the Accrual Year at the rate of pay at the time of payment.

The parties agree that if an Attending Physician makes a timely request and is denied PL time, the Attending Physician may request and shall receive an increase for that amount of time to the maximum cash out hours of 240.

NON-ECONOMIC

LABOR/MANAGEMENT PARTNERSHIP

The parties agree to form a voluntary and non-binding Alliance to improve the Jackson Health System. An exploratory Steering Committee of seven management and seven union representatives will be created with facilitators and consultants. The Union has agreed to contribute \$25,000 toward the costs of the services rendered by facilitators/consultants.

ENTERPRISE RESOURCE PLANNING REOPENER

Management has the right to reopen this Agreement to discuss issues related to changes resulting from the implementation of the Enterprise Resource Planning for the Trust's new Human Resource System. The Union will have the right to reopen this Agreement to discuss issues related to personal leave/vacation cash-outs resulting from this new System.

SAFE PATIENT HANDLING AND MINIMAL LIFT TEAM

The parties agree to form a multi-disciplinary team to develop a safe patient handling and minimal lift plan within 120 days after ratification of this contract. The team shall consist of equal members of direct care providers and employer representatives and others as necessary to develop an effective plan.

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



Larry Handfield
Chairman
Board of Trustees
Public Health Trust

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ARTICLE I – PREAMBLE

This agreement is entered into on ____ by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and Local 1991 Service Employees International Union, hereinafter referred to as the Union.

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

ARTICLE II – PURPOSE

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

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

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

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 III – RECOGNITION

Section 1. Recognition

The Employer recognizes the SEIU, Local 1991, as the exclusive collective bargaining representative for the unit certified under FLA/PERC Case #RC-96-037 and FLA/PERC Case #UC-2004-016 for all employees employed by the Public Health Trust in titles of regular full-time and regular part-time attending physicians, including dentists and hospitalists - ECC.

This agreement also applies to attending physicians employed in "on-call" status working a minimum of twenty (20) hours per week in each of the prior six (6) months following date of hire.

Persons in such titles are hereinafter collectively referred to as "Attending Physicians."

ARTICLE IV - SERVICES TO THE UNION

Section 1. Membership

- A. Quarterly, the Employer will provide the Union with a printout and/or disk of the job title, department, unit and salaries of all employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers. The Employer will provide the Union with access to the files maintained in the Personnel Office from which the Union may obtain information concerning the name, title, classification, step and salary of every member of the bargaining unit. In addition, the Employer will furnish the Union with a monthly list of all terminated and newly hired employees in the represented bargaining unit.
- B. The Union will have one hundred fifty (150) copies of this agreement printed. The Union will distribute copies of this Agreement to all union members in the bargaining unit. The cost will be shared equally by the parties.

Section 2. Dues Deduction

- A. Upon receipt of a properly executed written authorization from an employee, the Employer agrees to deduct the regular Union dues of such employees from their biweekly pay and remit the same to the Union within fourteen (14) calendar days from the date of the deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular Union dues deduction as provided by law. Any employee may revoke the Union dues deduction as provided by law.
- B. Upon receipt of a properly executed written authorization from an employee, the Employer agrees to deduct COPE contributions from an employee's biweekly pay in the amount designated by the employee and remit the same (separately from regular dues) to the Union within fourteen (14) calendar days from the date of deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular COPE dues deduction as provided by law. Any employee may revoke the COPE dues deduction upon written authorization.
- C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.

Section 3. Non-Discrimination

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

All employees covered by this Agreement shall be protected in the exercise of the right to join and assist the Union, or to refrain from such activity; to designate representatives for the purpose of processing grievances and to engage in other lawful activities for the purpose of

collective bargaining or for the purpose of implementing any other rights provided under the Public Employees Relations Act or other pertinent laws, or the provisions of this Agreement.

Section 4. Bulletin Boards

The Employer agrees to provide the Union a suitable number of bulletin boards or bulletin board space for exclusive Union use in each work site where three or more bargaining unit members are assigned.

Section 5. Copies of Documents

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

ARTICLE V – UNION REPRESENTATION

Section 1. Union Representatives

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

Section 2. Grievance Representation

The Employer recognizes the right of the Union to appoint not more than five (5) representatives at JMH and satellite facilities for the purpose of assisting employees in the adjustment of grievances under the terms of this Agreement. In the event of an expansion of the bargaining unit above the number of employees in the unit at the execution of this Agreement, the Employer agrees that the Union shall be allowed to appoint one (1) additional representative for each twenty (20) additional bargaining unit employees.

Section 3. Released Time

- A. With prior approval from the employee's supervisor time off with pay shall be allowed to the Union representatives assigned to regular shifts to allow for participation in Union activities. Approval will not be unreasonably withheld.
- B. No employee shall be paid for such time unless regularly scheduled to work at a time when such activities are going on; nor shall schedules be changed to allow paid time for such activities. In unusual circumstances, requests for schedule changes may be submitted by Unit representatives for approval by their supervisor or schedule changes may be made by the Employer.
- C. **Four (4)** bargaining unit members will be allowed time off with pay for contract negotiations. **Three (3)** additional members shall be allowed release time without pay as long as their attendance does not compromise patient care in their area. The Senior Vice President, Medical Services, shall handle any **such clinical** disputes. The Union may rotate different members into these positions as needed so as to provide balanced

representation from different healthcare delivery sites. The Union will make every effort to elect employees from various hospital centers.

Section 4. Adjustment of Grievance

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

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

ARTICLE VI - NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS

Section 1. Prevailing Benefits Clause

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

Section 2. Notification, Consultations and Negotiations

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

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

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

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1. Resolution of Grievances

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

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

Section 2. Definition

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

Section 3. Step 1

The grievance shall be discussed with the attending physician's Medical Director within ten (10) calendar days of the occurrence or knowledge giving rise to the grievance. The Medical Director shall reply within ten(10) calendar days after presentation thereof.

Section 4. Step 2

If the Union is not satisfied with the reply in Step 1, within five (5) calendar days thereafter the grievance shall be presented in writing to the Senior Vice President, Medical Services. This person, or designee, may meet with the grievant and the union representative and shall reply in writing within five (5) calendar days after receipt of the written grievance.

Section 5. Amended Procedure for Certain Grievances

Grievances concerning disciplinary action, health and safety or Union rights, together with all class grievances, shall be submitted in writing directly at Step 2 of the grievance procedure.

Section 6. Class Grievances

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

Section 7. Time Limits

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

Extensions of time limits shall only be by mutual agreement between the parties to this agreement, except that either party shall be permitted one (1) extension of time per grievance as a matter of right not to exceed five (5) days, providing that the other party is notified of the extension prior to the expiration of the original period.

Section 8. Employee Obligation

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

Section 9. Employer Responses

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

Section 10. Exclusions

Counselings, and job description appeals are not grievable or arbitrable.

Any subjects excluded from the arbitration procedure shall also be excluded from the grievance procedure with the sole exception of reprimands, which shall be grievable but not arbitrable.

This grievance and arbitration procedure shall suffice as the requirement for establishment of a plan for resolving employee grievances and complaints, as required in Section 2-42 (18) of the Code of Miami-Dade County, FL and as required by Florida Statutes 447.401.

ARTICLE VIII – ARBITRATION

If the Union is not satisfied with the reply in Step 2 of the grievance procedure, the Union shall have ten (10) calendar days after receipt thereof to notify the Employer of intent to submit the grievance to arbitration. Within thirty (30) days following notification to the Employer, the Union must file a request for arbitration. The parties agree to attempt to find an attending physician arbitrator. If the parties cannot agree upon an arbitrator within five (5) days, the

parties shall request a list of seven (7) arbitrators from FMCS or AAA. The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. Except in the case of arbitrations arising from discipline related to patient care, the arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments.

Before any arbitration involving discipline arising from an alleged failure to deliver appropriate patient care is scheduled, the parties shall first comply with the following procedure. The parties shall select a panel of three doctors with expertise in the relevant area to conduct a fact-finding hearing. One member of the panel shall be selected by the union, one by the PHT and the third by the first two members. The panel shall conduct a hearing and make a final decision within thirty (30) days after the close of the hearing regarding the appropriateness of the care provided. The panel's decision shall be binding in any subsequent arbitration and the arbitrator shall have no authority to substitute his or her judgment for the medical judgment of the panel. The arbitrator shall, however, have the authority to otherwise determine whether the discipline was in accordance with the contract. The cost of the panel shall be divided between the parties.

The arbitrator shall limit his opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement. The decision of the arbitrator shall be rendered in writing no later than thirty (30) days after the conclusion of the hearing, and such decision shall be final and binding.

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

Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment, but shall not be allowed on credentialing matters.

Reprimands, and determinations under Article XIV Employment Practices, and Job Specification Language are not arbitrable.

ARTICLE IX - DISCIPLINARY ACTION

Section 1. Just Cause

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

Section 2. Procedure

- A. Whenever it is alleged that an employee has violated any law, rule, regulation, or policy, that employee shall be notified in accordance with Section 2. E. of this article, and informed of the law, rule, regulation, or policy allegedly violated. The Employer shall

initiate an investigation prior to notification to the Employee of a pending disciplinary action. The Employer shall conduct the necessary investigation to include full consideration of any documentation submitted by the employee prior to making a final decision.

- B. The Employer agrees to inform the employee and the Union of their right to representation in the disciplinary process. The Employer will give the employee at least 48 hours written notice providing date, time and place that a disciplinary/counseling session is scheduled. This notice will include the law, rule, regulation, or policy allegedly violated and nature of the alleged violation.
- C. Final disciplinary action determinations will not be rendered until the completion of the presentation and rebuttal meetings where the Employer and the Employee together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Rebuttal meetings must be scheduled within fourteen (14) calendar days unless mutually agreed between the parties. The Employer shall have fourteen (14) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual Agreement. The Union and Employee shall receive a copy of the rebuttal response.
- D. The Employer agrees that all disciplinary actions (dismissals, suspensions, demotions) except reprimands will be appealable by the Union to the Grievance and Arbitration procedures contained in this agreement.
- E. Notices of disciplinary action, records of counseling and verbal counseling shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts requiring the notice, except where good cause for delay is shown. Good cause shall include, but not be limited to, the pendency of outside criminal, administrative or other proceedings.
- F. Any disciplinary action currently in an employee file which is overturned shall be stamped invalid.

Section 3. Reprimands

Reprimands shall be appealable by the employee to the grievance procedure up to and including Step 2, but shall not be further appealable to an Arbitrator. Within thirty (30) days of the receipt of the Employer's reply to such a grievance the employee and/or the Union shall have the right to file a written response to the written reprimand and have said response inserted in the employee's personnel folder.

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

The parties agree that bargaining employees are not entitled to any of the rights provided by the Hearing Examiner System (Miami-Dade Code 2.47).

ARTICLE X – HOURS OF WORK

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

ECC/Ward D/Express Care full-time exempt hourly Attending Physicians shall have a standard work schedule consisting of one hundred forty-four (144) hours monthly. In no event shall any exempt hourly full-time Attending Physicians assigned to this area have a monthly schedule of less than one hundred forty-four (144) hours. However, those ECC physicians who have received schedules comprised of more than one hundred forty-four (144) hours, shall be entitled to continue to work those additional hours.

Additional Compensation

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

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

In situations requiring additional hours, volunteers in the same area as the additional hours available will be sought before the additional hours are offered to other attending physicians. In the event that sufficient volunteers are not obtained, additional hours will be assigned to the physicians in the area on a rotational basis pursuant to inverse seniority.

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

Section 1. Work Week

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

Section 2. Time Schedules

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

B. ECC Scheduling

1. Schedules will be made monthly with requests done by the first of the preceding month and schedules posted by the 12th of that month.

2. **The Employer will make every effort to provide ECC physicians up to seven (7) specific days off upon request, others "preferred off" as available. In the event that this is not possible to meet all specific days, seniority shall govern.**

Section 3. Hours of Work

- A. **Employees working five (5) days per week schedules will not be scheduled for more than six (6) consecutive days without prior written consent of the employee.**
- B. **For those employees whose schedules include weekends, the Employer will make every possible effort to provide employees with one or more years of employment every other or two weekends off per monthly schedule. Weekends are defined as Saturdays and Sundays for day and evening shift and as Friday and Saturday nights for night shift employees. To cover weekends normally worked during vacations, periods of illness, and other unavoidable absences, the employer will first seek volunteers for the weekend work, and if insufficient volunteers, may assign the work to employees beginning with the least senior.**
- B. **If any employee does not desire every other weekend off or desires set days each week, the employee should make this request in writing to the person responsible for the time schedule. While every possible effort will be made to adhere to paragraphs A and B, it is understood and agreed that patient care needs in each work unit will be the paramount consideration in work scheduling.**
- C. **ECC physicians may continue to work more or less than eighty (80) hours per pay period and will accrue PL for all of those hours unless they have reached the employee's maximum entitlement.**

Section 4. Consecutive Shifts

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

Employees will not be required to work consecutive shifts except in emergency conditions. There will normally be a minimum of ten (10) hours between work shifts except in emergency circumstances. For purposes of this section only, staffing deficiencies which cannot be reasonably anticipated by the Employer shall be considered as emergency circumstances.

Section 5. Mandatory Inservice Training

Time spent by employees attending mandatory inservice training or other PHT required training will be counted as time worked.

ARTICLE XI – SALARIES

Section 1. Pay Day

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

- A. Pay day shall be every other Friday except for employees assigned to Inpatient Services, Express Care, JSCH Minor Care, Emergency Care Center (ECC) and Ward D where pay day shall remain Thursday.
- B. If a holiday is on Friday, pay shall be given on Thursday. For those paid on Thursday, payment will be Wednesday, if Thursday is a holiday.
- C. The Employer will provide for direct deposit of pay checks in area banks and credit unions upon proper application from individual employees who wish it. Employees shall be informed as to the procedures for proper application.
- D. In the event of an error in the paycheck, a voucher in the corrected amount shall be made available to the employee within 24 hours of reporting the error to the Payroll Department. In order for the voucher to be made available by 4:00 p.m. the same day, the error must be reported to the Payroll Department, with proper documentation, by 11:00 a.m. The voucher may then be picked up in the Audit Section, General Accounting Department. Vouchers for errors reported to the Payroll Department, with proper documentation, after 11:00 a.m., will be made available for pick up at Cashiers Office within 24 hours. Vouchers that are not picked up by 4:00 p.m. in the Audit Section, General Accounting Department, will be given to the Cashier's Office.

Section 2. Salary Increases

The Employer agrees that there shall be no selective wage adjustments or incentives for any classification or employee(s) covered by this Agreement, other than those specified, unless it shall first meet and negotiate with the Union concerning the amount of such adjustments and the reasons therefore pursuant to Florida Statutes. Ch. 447.

Section 3. ECC SALARIES

ECC Salaries are determined as follows:

\$110.89 - \$143.48/hour

- A. **\$110.89** base upon completed residency (other than EM/PEDI, EM)
 - Ø Boards
 - \$114.22** base-Pedi EM Fellowship
 - EM
 - Ø Boards
 - Board Certification
 - EM = \$5/hr.
 - Pedi EM = \$5/hr

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

C. Years of Experience

ECC Experience

Full Time ER = 20K visits/year

Years of Experience	Effective 10/01
2-5 years	\$4.00
6-10 years	\$7.00
11-15 years	\$10.00
> 15 years	\$13.00

D. Additional Credit (discretionary) for:

- Relevant Research
 - Relevant Publications
 - Involvement in medical professional societies (ACEP, SAEM, AAEU, etc.)
 - Ability to work in multiple treatment areas
 - Administrative duties
- (When such discretionary additional credit is provided, it shall be provided on an equitable basis)

E. ECC Special Wage Provisions

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

Section 4. Base Salary Ranges

A. The Trust agrees to maintain the hourly rates and salary ranges throughout the contract period listed below. Placement on an hourly rate or salary range shall be determined by the current hourly rate or salary of the attending physician on the effective date of this agreement but no lower than the minimum of the new range. Attending physicians assigned to inpatient services, dentistry, satellite clinics, or other current areas (#'s 6, 7, 8 and 9 below) shall be considered job basis employees. **Effective October 1, 2005, Inpatient Attending Physicians functioning as Inpatient Hospitalists, shall be reclassified to a new Inpatient Services Hospitalist position**

AREA ASSIGNED	MINIMUM HOURLY RATES/SALARY
1. Corrections/Ward D (effective 11/10/02)	\$75.33 per hour
2. Ambulatory Clinics	\$58.70 per hour
3. Skilled Nursing facilities	\$58.70 per hour
4. ECC	\$110.88 per hour
5. Express Care/JSCH Minor Care	\$65.22 per hour
6. Inpatient Services	\$117,406.69 per year

AREA ASSIGNED	MINIMUM HOURLY RATES/SALARY
7. Dentist	\$84,387.20 per year
8. All other areas	\$97,838.52 per year
9. Satellite Clinics	\$97,838.52 per year
10. Contractual Services	\$52.17 per hour
11. ECC Hospitalists	\$89.26 per hour
12. Inpatient Services Hospitalists	\$56.45 per hour

(#'s 6, 7, 8 and 9 above are computed on a 2080 hour work year)

B. Wage Increase

Wages and the range minimum and maximum shall be increased by 3% effective July 2, 2006; 3% effective July 1, 2007, and 4% effective July 6, 2008.

C. The hourly rate may vary with the area of assignment.

D. It is the intent of the parties that no bargaining unit employees receive a salary increase less than the percentages identified in B above.

E. All hourly employees changed to job basis status, shall have their pay rate adjusted under A above to reflect an annual salary rate which includes the average of their total gross earnings for the immediate prior two calendar years. This shall be computed by adding the gross earnings for the two (2) year period and dividing it by two (2).

F. All bargaining unit members' annual salary, including any and all supplements, etc., may exceed the maximum of the range. The maximum pay range figure shall never cause a bargaining unit member to not receive any compensation due under this contract.

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

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

A. All board certifications shall be in an area of practice as designated by the American Board of Medical Specialties or the Board of Osteopathic Physicians, and shall be relevant to the area of current assignment of the Attending Physician.

B. All board certifications shall be currently maintained, with the Attending Physician being responsible for attaining re-certification at the American Board of Medical Specialties or the Board of Osteopathic Physicians prescribed intervals.

Section 6. Non-ECC PHT Attending Physician, including all Hospitalists, Prior Medical Experience Credit Hourly Supplement

Years of Experience	Effective 10/12/03
2 – 5 years	\$4.00
6 – 10 years	\$6.00
11+ years	\$7.00

Section 7. Night Shift Differential for ECC, Express Care, Ward D, Hospitalists, and JSCH Minor Care

Effective March 30, 2003, a \$2.00/hour night shift differential shall be paid for hours worked between 7 pm – 7:30 am. The shift must begin at 7 pm or later to be eligible for the shift differential.

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

ARTICLE XII – PAID EDUCATIONAL LEAVE

Section 1. Eligibility Criteria

- A. Every employee shall be granted forty (40) hours per year of paid leave to meet CME requirements. CME days shall not be carried over to the next calendar year.
- B. The employee shall apply in writing for such leave in advance specifying the course they wish to attend.
- C. The employee must obtain permission from his/her immediate Medical Director to attend on a scheduled work day.
- D. Such leave request shall not interfere with staffing needs, provided such request shall not be unreasonably denied.
- E. Requests for leave will be granted on an equitable basis.
- F. Due to staffing issues, employees shall be able to be paid for attendance at CME on scheduled days off or while on approved leave.
- G. Each bargaining unit member shall be reimbursed up to a maximum of \$1,000.00 per contract year for fees, costs, registration, travel, hotel and meals related to CMEs and/or related expenses regarding non-CME medical education.
- H. The Trust shall reimburse bargaining unit members for NICA fees.
- I. Reimbursement under this Article shall be made within thirty (30) days of submission of receipts.

ARTICLE XIII – VACATION AND LEAVE

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

Section 1. Personal Leave Day Program

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

- A. A planned absence from work is defined as time off, requested and approved at least twenty-four (24) hours in advance by the employee's department head, supervisor, or other person designated to approve time off.
- 1) Except as provided in Section 3, paragraph 1 of this Article, requests for planned personal leave of more than three (3) days shall be submitted at least forty (40) days in advance unless extenuating circumstances give rise to the need to submit requests within a shorter time frame.
 - 2) Requests for planned personal leave shall be approved based upon staffing needs and to insure proper and adequate patient care. Except as provided in Section 3 herein, requests for leave will be granted based on date of request. **Such requests shall be responded to within fourteen (14) days.**
- B. An unplanned absence is defined as time taken off by the employee which is unscheduled and not approved in advance by the department head, supervisor, or other designee. In order to receive pay for hours not worked due to an unplanned absence, employees must provide timely notification prior to the start of the scheduled shift of work and a valid reason given to their supervisor or authorized designee as outlined in the Personnel Administrative Policy #358. Written documentation of illness will not be required unless a pattern of unplanned leave utilization exists. Personal leave hours accrue from date of hire.
- C. Full-time employees are eligible for paid personal leave hours after the completion of six (6) months of continuous service or, in the case of regular part-time employees, after six (6) months of equivalent of service (1040 hours).
- New full-time employees may take up to a maximum of forty (40) hours of paid planned personal leave during the first six (6) months of employment. However, the number of hours taken will be deducted from the total amount of hours accrued after the employee completes six (6) months of continuous service or its equivalent. Should the employee resign or be terminated prior to the end of the first six (6) months, the dollar equivalent of the number of hours taken will be deducted from the employee's final paycheck.
- D. Full-time employees shall earn paid personal leave hours as follows:
- (1) During the first five (5) years of employment, 0.1115 hours shall be earned for each hour in pay status per pay period up to a maximum of 231.92 hours per year. **ECC physicians will continue to work more or less than eighty (80)**

hours per pay period and will accrue PL for all of those hours unless they have reached the annual maximum.

- (2) This approximates 29 days per year. However, a full-time employee shall not be eligible to receive payment for personal leave days until after the first six (6) months of employment, except as outlined in Section 2.
- (3) In order to recognize longevity of service, employees with more than five (5) years of continuous service shall earn personal leave hours as follows:

<u>Year of Employment</u>	<u>Per Hr. In Pay Status</u>	<u>Max. Hours Earned Per Pay Period (except ECC Physicians)</u>	<u>Equivalent Day* Earned Per Year</u>
6 th	.1154	9.232	30
7 th	.1192	9.536	31
8 th	.1231	9.848	32
9 th	.1269	10.152	33
10 th – 15 th	.1308	10.464	34
16 th	.1346	10.768	35
17 th	.1385	11.080	36
18 th	.1423	11.384	37
19 th	.1462	11.696	38
20 th	.1500	12.000	39

*Calculations are based on 8-hour shifts.

- (4) Full-time employees who are assigned to work regularly scheduled ten (10) hour shifts shall earn an additional twenty-two (22) hours of personal leave per year (shorter periods of time will be prorated). Full-time employees who are assigned to work regularly scheduled twelve (12) hour shifts shall earn an additional thirty-eight point five (38.5) hours of personal leave per year (shorter or longer periods of time will be prorated).

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

- (1) During the first 10,400 hours (first five (5) full-year equivalents, FTE), 0.1115 hours shall be earned for every hour worked, up to a maximum accrual rate of 8.920 hours. However, part-time employees shall not be eligible to receive payment for personal leave until they have worked at least 1040 hours (six (6) month equivalent). **ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue PL for all of those hours unless they have reached the annual maximum.**
- (2) Employees who have worked more than five (5) full-year equivalents shall earn paid personal leave hours as follows:

<u>Hours Worked</u>	<u>Hours Earned Per Hours Worked</u>
10,401 – 12,480	.1154
12,481 – 14,560	.1192

Hours Worked	Hours Earned Per Hours Worked
14,561 – 16,640	.1231
16,641 – 18,720	.1269
18,721 – 31,200	.1308
31,201 – 33,280	.1346
33,281 – 35,360	.1385
35,361 – 37,440	.1423
37,441 – 39,520	.1462
39,521 on	.1500

- F. Personal leave hours shall be paid at the employee's regular shift rate of pay. Personal leave hours may be accumulated up to a maximum of five hundred (500) hours.
- G. Personal leave hours shall be used during the first three (3) consecutive scheduled workdays (to maximum of twenty-four (24) hours) of any spell of illness. After 3 years, 16 hours of personal leave are used for illness and after 10 years, 8 hours of personal leave are used; these personal leave hours shall be defined as unplanned absences. If sufficient personal leave hours are not available to cover a spell of illness, any uncovered portion shall be without pay, until benefits of the Extended Illness Leave Plan are in effect.
- H. (1) Two times per calendar year, employees may elect to receive a cash payment for accumulated personal leave of no less than forty (40) hours and no more than one hundred twenty (120) hours in lieu of or in addition to vacation taken during the calendar year. Maximum cash out per calendar year may not exceed 240 hours of accumulated personal leave time. Exceptions must be approved by the Human Resources Division.
- (2) Requests for payment must be submitted to the employee's supervisor during the calendar year.
- (3) The payroll department will make payment within thirty (30) days of receipt of request.

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

- H. (1) **Employees who have at least 80 hours of unused Personal Leave/Vacation hours 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.**

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- (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 System. 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) Income tax and Social Security tax will be withheld from all checks.
 - (8) Elections to cash out leave must be made on a tax (calendar) year basis.
 - (9) 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. **ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue extended illness leave for all of those hours unless they have reached the annual maximum.**
- 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. **ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue extended illness leave for all of those hours unless they have reached the annual maximum.**
- D. An unlimited number of days may be accumulated in the extended illness leave account.
- E. Extended illness leave shall be paid at the employee's regular shift rate of pay.
- F. Payment for extended illness leave for employees with less than three (3) years of service shall begin on the fourth (4) consecutive working day of a spell of illness. The first three (3) consecutive working days to a maximum of twenty-four (24) hours of illness shall be paid out of the personal leave account, if available. The three (3) working days, twenty-four (24) hour deductible will be waived for immediate family critical illness and an employee's illness requiring hospitalization. After three (3) full years of

employment, payment for extended illness shall begin on the third (3) consecutive working day or after sixteen (16) hours of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive working day or after eight (8) hours of a spell of illness.

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

- (1) Any illness requiring hospitalization, or
 - (2) Employee is seen in out-patient care center for out-patient surgery, or
 - (3) Occupational diseases or injuries sustained prior to receiving Workers Compensation, or
 - (4) Continuing illness when employee attempts to return to work too soon.
- G. For critical illness in the immediate family, an employee is entitled to five (5) days paid extended illness leave per leave year.
- H. Employees with less than thirty (30) years full-time continuous PHT/County employment who retire or resign from the PHT will be eligible to receive payment for up to a maximum of 1,000 hours of accrued extended illness leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

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

Employees who retire after 30 years of full-time continuous PHT/County employment, will be eligible to receive 100% payment of their full balance of accrued extended illness leave.

Such payment will be made at the employee's current rate of pay at the time of retirement, excluding any shift differential and will not be subject to any maximum number of hours.

Section 3. Vacation Requests

Annual vacation scheduling shall be done in accordance with past practice, where applicable. Employee requests shall be done in a fair and equitable manner and shall be responded to within fourteen (14) days.

Section 4. Leave Without Pay

- A. Employees, with the approval of their Medical Director, may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness or disability, to engage in a course of study or other good and sufficient reason which is considered in the best interest of County service.
- B. Employees may be granted leave under this section to serve as full-time representatives of the Unit.
- C. A leave of absence without pay for religious holidays may be granted by the Medical Director.
- D. All requests for extensions of leaves without pay beyond 1 year must be approved or disapproved by the Medical Director and the director of Human Resources.
- E. Employees will be allowed to maintain forty (40) hours in their personal leave bank while on approved leave without pay.

Section 5. Funeral Leave

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

Section 6. Military Leave

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

Section 7. Voting

The Employer agrees to allow each employee who meets the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work

production, however, the Employer shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

CONDITIONS

- A. The employee must be a registered voter; and
- B. Must be scheduled for a shift of at least eight (8) hours duration on election day; and
- C. More than one-half ($\frac{1}{2}$) of the hours of the scheduled shift must be between 7:00 A.M. and 7:00 P.M. on election day.

Section 8. Jury Duty

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

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

Section 9. Leaves for Union Business

- A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted up- to one (1) bargaining unit employee, in order to accept a full-time position with the Union. The Union shall make written application for such leave thirty (30) days in advance. An employee granted such leave shall continue to accrue bargaining unit seniority during the term of the leave. An employee returning before or at three (3) months shall return to the former assignment and position. After three (3) but within twelve (12) months, the employee shall return to a comparable assignment.
- B. Leaves of absence without pay for periods not to exceed one (1) week shall be granted to Union Representatives to attend Union functions. The total number of person-weeks allowable under this paragraph shall not exceed ten (10) days per year. The Union shall make written application for such a leave sixty (60) days in advance. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former assignment.
- C. Leaves of absence/release time with pay shall be granted to Union representatives to perform Union roles and responsibilities. The total amount of this leave shall not exceed ten (10) days per year. Employees granted such leave shall continue to accrue bargaining unit seniority and, upon return, shall return to their former assignment. Leaves granted under this paragraph shall be counted as time worked.

ARTICLE XIV – EMPLOYMENT PRACTICES

Section 1. Employee's File

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

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

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

Section 2. Longevity Bonus

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

- (1) Upon completion of 15 years of full-time continuous County Service, 1.5% bonus payment of base salary.
Upon completion of 16 years of full-time continuous County Service, 1.6% bonus payment of base salary.
Upon completion of 17 years of full-time continuous County Service, 1.7% bonus payment of base salary.
Upon completion of 18 years of full-time continuous County Service, 1.8% bonus payment of base salary.
Upon completion of 19 years of full-time continuous County Service, 1.9% bonus payment of base salary.
- (2) Upon completion of 20 years of full-time continuous County Service, 2.0% bonus payment of base salary.
Upon completion of 21 years of full-time continuous County Service, 2.1% bonus payment of base salary.
Upon completion of 22 years of full-time continuous County Service, 2.2% bonus payment of base salary.
Upon completion of 23 years of full-time continuous County Service, 2.3% bonus payment of base salary.
Upon completion of 24 years of full-time continuous County Service, 2.4% bonus payment of base salary.
- (3) Upon completion of 25 years of full-time continuous County Service, 2.5% bonus payment of base salary.
Upon completion of 26 years of full-time continuous County Service, 2.6% bonus payment of base salary.

Upon completion of 27 years of full-time continuous County Service, 2.7% bonus payment of base salary.

Upon completion of 28 years of full-time continuous County Service, 2.8% bonus payment of base salary.

Upon completion of 29 years of full-time continuous County Service, 2.9% bonus payment of base salary.

Upon completion of 30 years or more of full-time continuous County Service, 3.0% bonus payment of base salary.

The minimum amount of payment will be \$350.00.

Section 3. Reference Books and Periodicals

- A. To assure a high quality of medical care, each division and/or each agency where physicians perform duties, will have a designated area for reference books and current periodicals, relating to medical care given in the area or agency.
- B. Physicians should submit their requests for certain books and publications for their use. Each agency or division will have a minimum of two (2) medical periodicals. These will be available to physicians on all tours of duty.
- C. Access to Medline will be made available in the Emergency Care Center and in an inpatient area.

Section 4. Parking Facilities

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

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

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

Section 5. New Equipment and Procedures

In-service training regarding new equipment or procedures and training not including CME's required by JCAHO, HRS, etc., will be provided in all areas.

Section 6. Drug Discount

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

Section 7. Tuition Reimbursement

All eligible bargaining unit employees employed by the Public Health Trust will receive one hundred percent (100%) tuition reimbursement in accordance with the established policies and procedures maintained by the Public Health Trust.

Regular part-time employees will receive 50% tuition reimbursement in accordance with the established policies and procedures maintained by the Employer.

Section 8. Job Specification Language

- A. No employee covered by this agreement shall be required to do work outside their classification, except under emergency conditions as declared by the President of the Public Health Trust, County Manager or their authorized representatives.
- B. Whenever there is a proposed change in the job specification or title of a class within this bargaining unit, the Employer shall notify the Union of the proposed changes in job duties. The Union shall receive a copy of the current job specification and the proposed job specification.
- C. Upon notification, the Union may request to meet and negotiate over the impact of such changes on unit employees as provided in Article V, Section 2.
- D. Proposed changes shall be publicized among employees.

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

It is understood by the parties that the duties to be added in the proposed change in the job specification shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the Employer other than the addition of new duties, shall be reasonable under the circumstances.

The Union may make proposals to the director of Human Resources. The decision of the director of Human Resources shall be final, subject to review by the President of the PHT.

Section 9. Rubella and Hepatitis-B Vaccine

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

Section 10. Injuries, Rehabilitation and Reorientation

- A. Consistent with Trust and County policies, if an employee is injured while on duty, the Employer will assist the employee in making application for worker's compensation. In the event the injury is of a nature which will inhibit the employee's ability to perform the duties, the employee will be rehabilitated and reoriented to perform duties of a different nature when possible.

- B. All eligible bargaining unit employees shall be entitled to eighty percent (80%) short term disability leave benefits under the terms provided under the Miami-Dade County Code (Section 2-56.27.1).

Section 11. Child Care/Elderly Care

The parties agree that the provision of quality, non-profit child care and/or elderly care facilities on site can have a beneficial impact on employee morale, absenteeism and turnover. Therefore, it is agreed that, if either party requests it during the six months prior to the expiration of this Agreement, the parties shall establish a joint Child Care/Elderly Care Committee to study the feasibility of on-site child care/elderly 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 XV – SITE SELECTION, SHIFT TRANSFERS, POSTING OF VACANCIES, FILLING OF VACANCIES AND UNIT MERGERS

Section 1. Site Selection, Shift Transfers, Posting of Vacancies, and Filling of Vacancies

- A. **Site Selection.** Each physician shall be hired into one healthcare area (e.g. ECC; Inpatient; **Minor Care/Ward D/Clinics/CHS/Skilled** nursing facilities; Dentist; and OB/GYN). If it becomes necessary to reduce FTE's in an area of practice, the hospital will first seek volunteers in the area. If there is an insufficient number of volunteers, affected employees will be reduced in inverse order of hospital-wide seniority in the area of practice.
- B. **Shift Transfers.** Recognizing that access to preferred shifts by employees can make an important contribution to employee morale and retention, the parties agree that all available vacancies shall first be posted at the work site for a period of seven (7) days and made available to employees within the area of practice by seniority.
- C. **Posting of Vacancies.** If employees under paragraph B are not interested in the vacancy, the resulting vacancy shall be recruited for on bulletin boards located throughout the Medical Center and satellite facilities for a period of fourteen (14) days in order that interested employees may make application for the open position. Concurrently, the vacancy may be recruited for through other appropriate means. The Employment Recruitment Office is responsible for posting all registered employment vacancies for which a personnel requisition has been submitted.
- D. **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.

- E. 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. However, for pay purposes the transfer will be effective at the beginning of the pay period following acceptance.

Section 2. Unit Mergers/Closings

When one or more areas are merged, the following procedure will be utilized and policies implemented:

The area seniority of all affected employees shall be maintained and merged into one new area seniority list. Any shift selections or vacation scheduling in accordance with the collective bargaining agreement will be based upon this merged seniority.

ARTICLE XVI – LAYOFFS AND RECALL 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 bargaining unit employees.

Seniority points will be calculated for each affected bargaining unit member. 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.

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

- D. Layoffs shall be done in inverse order of seniority by use of five (5) lists contained below. Each list shall be clearly defined as area of current assignment. Bargaining unit employees on one list are not eligible to replace employees on another list unless they were assigned to the area for at least six (6) months within the last thirty-six (36) months prior to the effective date of the layoff action. The Trust has sole discretion to determine the area of assignment to be effected by the layoff. The five (5) agreed upon lists are:

1. ECC
2. Inpatient
3. **Minor Care/Ward D/Clinics/CHS/Skilled nursing facilities**
4. Dentist
5. OB/GYN

- E. Layoffs, per the five (5) lists included above shall be accomplished in the two (2) distinct groups below.
1. Part-time bargaining unit members by inverse application of seniority. Part-time bargaining unit members shall be able to exercise bumping rights into part-time positions only.
 2. Full-time bargaining unit members by inverse application of seniority. Full-time bargaining unit members shall be able to exercise bumping rights into full-time positions only.

ARTICLE XVII – CONTRACTING OUT

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

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

ARTICLE XVIII – GROUP INSURANCE

- A. The Employer's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.
- B. The parties agree that eligible bargaining unit employees will be offered the opportunity to become members of Health Insurance Plans pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the health insurance carrier.
- C. The parties agree that eligible bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the Internal Revenue Code.
 1. The PHT will provide a \$10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO.
 2. The Trust will provide an annual \$1,000.00 contribution to the Flexible Benefits Plan paid in biweekly increments for PHT employees eligible for group health insurance or the Flexible Benefits Plan.

3. All employees enrolled in the County/PHT's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.
- D. The Union will have the option, in accordance with the specific terms and conditions contained in Appendix A which is attached hereto and made a part hereof by reference, to offer bargaining unit employees a Union-sponsored health insurance plan. The Employer agrees to make application to this program available in the same manner as other insurance options.

ARTICLE XIX – EMPLOYEE REPRESENTATION ON COMMITTEES

- A. The parties are jointly committed to the principle of employee participation in all standing and special committees which discuss and recommend action which affects delivery of quality care or the conditions under which employees work.
- B. To this end, bargaining unit employees will be included as full members of all such committees. The number of employees regardless of the bargaining unit of the employee included on any particular committee, where not separately specified elsewhere in this Agreement, shall be by mutual agreement between the parties.
- C. The selection of the individual employees to serve on each committee shall in all cases be at the discretion of the Union, which shall inform the Employer in writing of the names selected. Whenever more than one (1) employee is to be included on a committee and the committee composition is not separately specified elsewhere in this Agreement, the Union will endeavor to select committee employees who are interested in the work of the committee from different areas, shifts, etc. of the bargaining unit.
- D. Existing committees covered by this Article include, but are not limited to:

- (1) Joint Labor-Management Committees

- a. Employee-Employer Management Conference Committee.

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

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

- b. Joint Health and Safety Committee.

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

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

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

c. Other Labor Management Committees, As Established.

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

(2) Other Hospital/Medical Staff Committees

- a. Affirmative Action Committee
- b. Employee Assistance Program Committee
- c. Bio-Ethics Committee
- d. Health & Safety Committee
- e. I.C.U. Committee/Critical Care Committee
- f. Infection Control Committee
- g. Health Information Management Committee
- h. Pharmacy & Therapeutics Committee
- i. Product Review & Analysis Committee

(3) Matters Eliminated From Discussion

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

- A. Pending grievances or items properly handled under the grievance procedure.
- B. Individual disciplinary actions and individual performance evaluations.
- C. Matters or processes for which there are established joint committees or procedures.

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

ARTICLE XX – SAFETY AND HEALTH

Section 1. General Recognition

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

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

The Employer will continue to comply with applicable federal, state, and county laws and regulations pertaining to occupational safety and health. To this end, any unsafe conditions reported by employees will receive priority corrected action by management. If an employee believes a task or area is hazardous or unsafe he/she will inform his/her immediate supervisor. If the employee and supervisor do not agree, the employee will have direct access to the management personnel on that shift who has been designated by the Employer to resolve possible imminent danger hazards. The decision of this designated management personnel shall be final. Every reasonable effort will be made to remedy such conditions as soon as possible.

Section 2. New Practices and Procedures

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

Section 3. Protection from Respiratory Hazards and Infectious Diseases

A. Infectious Diseases

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

B. Asbestos

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

The Employer shall provide a contact person and phone number for questions regarding asbestos-containing materials and to report any damage to asbestos-containing

materials. The Employer must post the name and number of the contact person throughout the hospital.

Section 4. 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 physician shall be disciplined for using reasonable measures to protect himself/herself from assault.

The Health and Safety Committee shall make recommendations on policies to prevent on the job physical assault, manage violent situations and provide support to workers who have experienced or face on the job assault.

Section 5. Security

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

ARTICLE XXI - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

- A. It is understood and agreed that the Employer possesses the sole right, duty and responsibility for operation of Employer facilities, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement.
- B. These rights include, but are not limited to the following:
 - (1) Determine the missions and objectives of the Employer;
 - (2) Determine the methods, means and number of personnel needed to carry out Employer responsibilities;
 - (3) Take such actions as may be necessary to carry out services during emergencies declared by the Employer;
 - (4) Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce their hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;
 - (5) Discipline or discharge employees for just cause in accordance with applicable sections of the Dade County Code and the personnel rules of the Employer including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline. The Employer will inform the Union of any changes in the existing rules and regulations before such changes are made effective;
 - (6) Schedule operations and shifts;

- (7) Introduce new or improved methods, operations or facilities;
- (8) Hire, promote, transfer or assign employees;
- (9) Schedule overtime work as required;
- (10) Contract out for goods and services;
- (11) Establish health care policy and determine relationships between the Employer and governmental, educational and community agencies.

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

ARTICLE XXII – TOXICOLOGY AND ALCOHOL TESTING

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

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

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

The results of such test or the employees' refusal to submit to toxicology or alcohol testing as provided for in this article, can result in appropriate disciplinary action in accordance

with the applicable provision of the County Code, the Personnel Rules, Departmental Rules and Regulations and this Collective Bargaining Agreement.

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

ARTICLE XXIII - PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

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

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

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

ARTICLE XXIV - ASSIGNABILITY OF CONTRACT

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

ARTICLE XXV - MISCELLANEOUS

Should any part of this Agreement or any portion herein contained be rendered illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any

authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this agreement shall remain in full force and effect.

ARTICLE XXVI – STRIKES AND LOCKOUTS

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

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

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

ARTICLE XXVII – MALPRACTICE/REGULATORY AGENCY ADMINISTRATIVE ACTIONS

1. Each bargaining unit member shall be kept fully informed of all claims, charges or suits alleging malpractice on the part of the attending physician brought to the attention of the

Employer. If a suit is brought whereby the bargaining unit member is a named defendant, he/she will be kept fully informed of the progress of the litigation.

All bargaining unit members shall continue to receive the right and protection afforded them pursuant to Florida Statute 768.28.

2. The bargaining unit member agrees to fully cooperate with the Employer's Risk Management Program and with the Risk Management Department in the investigation of any potential or asserted claims and/or legal actions which the bargaining unit member may be named and/or involved in, including cooperation with assigned legal counsel in the defense of the legal action(s).
3. Each bargaining unit member will promptly report any potential or asserted claims to the Employer's Risk Management Department in an effort for the investigation to commence and appropriate legal representation to be assigned. Moreover, the bargaining unit member agrees to cooperate with Risk Management in those instances and investigations involving regulatory and accreditation administrative actions, including but

not limited to Code 15 (Serious Incident Reports), Sentinel Events and Agency For Health Care Administration (AHCA) complaints.

4. In the event the bargaining unit member leaves employment and a malpractice action has been reported, the bargaining unit member agrees to cooperate with the Employer's Risk Management Department in the investigation and in the course of the legal action. Failure to cooperate may result in coverage and/or defense not being afforded.
5. The PHT shall continue to provide legal representation and legal costs on the same terms and conditions as are currently provided.

ARTICLE XXVIII – RETIREMENT BENEFITS

Each current employee who has ever been enrolled in the FRS pension retirement plan as a County or PHT physician shall be a member of the plan retroactive to the initial date of hire in accordance with the eligibility requirements of that plan.

Each current employee who has never been enrolled in the FRS pension retirement plan as a County or PHT physician shall be a member of the PHT/JMH Retirement Plan retroactive to the initial date of hire in accordance with the eligibility requirements of that plan.

The PHT shall pay in full all necessary contributions to cover the bargaining unit employees in the respective plans in accordance with the terms of the plan.

For employees hired after ratification the PHT shall fully contribute on their behalf all necessary contributions for participation in the PHT/JMH retirement plan, in accordance with the terms of the plan.

ARTICLE XXIX – TERM OF AGREEMENT

- A. The collective bargaining agreement between the PHT, Miami-Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 2005 and continue to September 30, 2008.
- B. Either party may require by written notice to the other, no later than June 30, 2008, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2008.

ARTICLE XXX – ENTERPRISE RESOURCE PLANNING REOPENER

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

SEIU has the right to reopen this Agreement to discuss issues related to personal leave/vacation cash-out, Article XIII, Section 1(H) upon implementation of information technology changes.

ARTICLE XXXI – SAFE PATIENT HANDLING AND MINIMAL LIFT TEAM

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

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

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

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

APPENDIX A

UNION-SPONSORED INSURANCE PLAN

Local 1991, Service Employees International Union (SEIU), hereinafter referred to as the Union, the Public Health Trust hereinafter referred to as the Employer, agree that the Union shall have the right to offer employees in the SEIU bargaining unit an optional alternative health insurance plan beginning on January 1, 1999 under the following conditions:

1. At the beginning of the last pay period of the year, the Employer will advance to the Union the entire portion of the insurance premium attributable to Union plan enrollment.
2. Insurance payments are due by the first of the month of the covered period.
3. Calculation of Employer Contribution Rate
 - (a) The parties understand that this agreement to provide for a Union-sponsored insurance plan is based on the Union's assistance that whatever insurance plan it offers, it will not result in an increase in the amount the Employer spends on insurance for the members of this bargaining unit.
 - (b) To effectuate this purpose, the parties agree that:
 1. The Employer contribution to the Union-sponsored plan on behalf of each employee electing the Union plan will be equal to the Reconciled Cost Per Employee, paid on a bi-weekly basis in advance of the premium due date (i.e., contributions paid by the Employer during February pay periods shall be applied to March coverage). The last Employer payment for the covered year shall be equal to the difference, if any, between the amount already paid and the amount still due for that month.
 2. The Employer's contribution to the Union-sponsored plan on behalf of each employee electing the Union plan each year will be the Reconciled Cost Per Employee plus an adjustment for inflation in the Employer's cost of health insurance in the previous year, if any. The inflation adjustment shall be the rate increase in the Employer's insurance cost per employee, but in no event shall the Employer's contribution per employee to the Union-sponsored plan exceed the Employer's contribution to its POS plan per employee.
 3. The Union shall have the right to decide whether it will offer dental/vision insurance and life insurance in addition to medical insurance. Should the Union decide to offer such insurance, it will notify the Employer of its intent to do so by July 1, of the year preceding the year in which the Union intends to offer such insurance.

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

employees electing the Union-sponsored medical plan will automatically be placed in the Union's dental and life insurance plan.

4. Employees will be allowed to switch to a different plan only during open enrollment.
5. The Union will have its plan independently audited annually in a professionally acceptable manner and provide copies of the audit to the Employer on request. The audit shall include complete paid claim information, including Diagnostic Related Groups, separated by total employees and dependents.
6. An employee shall become eligible to begin receiving Employer contributions to the Union-sponsored plan on his or her behalf at the same time and on the same conditions as the employee would be eligible to receive contributions to an Employer-sponsored plan.
7. The parties understand that nothing in this Exhibit prohibits the Union from establishing or participating in a Health Trust Fund which may include two or more local bargaining units. In the event the Association does decide to establish or participate in such a Trust Fund, it will assume all responsibility for ensuring that the Trust is established and operated in accordance with all applicable federal, state, and local laws and regulations.

SIDE LETTER 1

PHT PENSION PLAN

All bargaining unit members who are covered by the PHT Pension Plan shall receive an account statement reflecting: years of service credit, vesting date, and other relevant data, along with a current Plan Summary Description within ninety (90) days of ratification and anytime thereafter upon request of as required by law or the plan.

SIDE LETTER 2

CAREER PROTECTION

The PHT shall not dismiss or discharge any non-boarded Attending Physician because of such non-board status. Further, no bargaining unit member shall have their salaries/benefits reduced because of such non-board status.

SIDE LETTER 3

CHANGE IN CLASSIFICATION

Employees hired before October 1, 1997 will not be discharged or laid off as a result of an increase in the minimum qualifications for a position so long as the employee's performance remains satisfactory. Nothing in this side letter shall effect the PHT's authority to layoff or discharge employees for any other reason in accordance with the contract.

SIDE LETTER 4

PREVAILING BENEFITS IN NORTH DADE AND LIBERTY CITY HEALTH CENTER

The parties recognize that the following are prevailing benefits in the North Dade and Liberty City Health Care Centers and will be preserved for the life of the contract on the same terms and conditions as currently exist:

1. The provision of on-call pay
2. The availability of additional compensation for working additional shifts (i.e. moonlighting or specialty clinics)
3. Salary adjustments based on merit
4. CME tuition

SIDE LETTER 5

PENSION

The PHT shall assure that all Attending Physicians receive all pension benefits required by the applicable (FRS or PHT) retirement plans and that all contributions are fully and timely paid by the employer.

SIDE LETTER 6

PAGER COMPENSATION

The physicians assigned to in-patient who work every other month, shall for insurance flex plan and all other benefits each be considered to be a full time employee. Such physicians shall also receive \$250.00 per week for compensation for being available on 24 hours pager for those weeks they carry the beeper. Beeper payments shall be paid forthwith.

SIDE LETTER 7

INPATIENT SERVICES INSURANCE BENEFITS AND HOURS OF WORK

1) Insurance Benefits

Each physician assigned to inpatient who works full time at least six (6) months per year shall be entitled to twelve (12) months per year health and life insurance on the same terms as all other eligible bargaining unit PHT employees, including an annual contribution to the Flexible Benefits Plan paid in biweekly increments. (See Article XVIII, Group Insurance, C2)

2) Hours of Work

Physicians in this service work on a salary basis. The parties recognize that although the standard work week is forty (40) hours, as medical professionals working on a salary basis they regularly work in excess of forty (40) hours a week.

SIDE LETTER 8

PREVAILING BENEFITS IN JMH HEALTH PLAN

The parties recognize that on-call pay is a prevailing benefit for doctors in the JMH Health Plan and that such benefits shall continue on the same terms and conditions as currently exist.

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SIDE LETTER 9

S.E.I.U. CONTRACTUAL LANGUAGE

The PHT shall automatically extend to this bargaining unit generic, non-economic contractual language (e.g., safety, union rights, grievance – arbitration, release time, etc.) that it agrees to with any other S.E.I.U. 1991 bargaining unit during the life of this contract. Such extended language shall be reduced to writing and made a Letter of Agreement and shall be considered fully incorporated into this Agreement once agreed upon.

SIDE LETTER 10

INPATIENT SERVICES HOSPITALISTS

The Collective Bargaining Agreement applies to Inpatient Services Hospitalists, formerly Inpatient Services Attending Physicians.

SIDE LETTER 11

MINOR CARE PHYSICIANS – JACKSON SOUTH COMMUNITY HOSPITAL

The parties agree to meet, no later than June 1, 2006, to bargain the salary rates for the Minor Care Physicians at Jackson South Community Hospital. Such reopener shall be subject to the mechanisms of Florida Statutes, Chapter 447, including impasse procedures.

SIDE LETTER 12

PERSONAL LEAVE TIME REQUEST

The parties agree that if an Attending Physician makes a timely request and is denied PL time, the Attending Physician may request and shall receive an increase for that amount of time to the maximum cash out hours of 240 in Article XIII, Vacation and Leave, Section H.

A timely request is defined as one received by the immediate supervisor prior to the posting of the schedule for the period the Attending Physician is requesting PL time.

SIDE LETTER 13

ECC EXPRESS CARE PHYSICIANS

Effective the first pay period following final ratification, each current ECC Express Care Physicians' salary shall be increased by two dollars (\$2) per hour.

SIDE LETTER 14

**JACKSON SEIU/MANAGEMENT PARTNERSHIP TO IMPROVE THE
JACKSON HEALTH SYSTEM**

OBJECTIVES:

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

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

PARTICIPATION AND GROUND RULES

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

THE PARTIES AGREE:

- To create an exploratory Steering Committee with up to seven key JHS operations managers and up to seven top SEIU 1991 representatives.
- To pay all union Steering Committee members for their participation in accordance with terms of the collective bargaining agreements.
- To hire jointly agreed upon facilitators and consultants with experience in the creation of health care union/management partnerships. The union agrees to

contribute \$25,000 toward the costs of the services rendered by the facilitator/consultant.

- **To utilize the services of in-house personnel and external experts, selected jointly, to assist with creating detailed agreements that define project plans to meet stated objectives.**
- **To fully disclose organizational data of both parties with the exception of those documents protected by law as is necessary to guide the identification of appropriate areas of joint work.**
- **To begin meeting within two weeks of a ratified agreement, and no less than twice monthly.**
- **To distribute pre-approved and agreed upon joint communications.**

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

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



Employee/Labor Relations & Workforce Compliance Department
Human Resources Capital Management Division

MEMORANDUM

TO: Alexander Debouvries
Manager
Payroll

FROM: Danny L. Curry, SPHR (ORIGINAL SIGNED)
Director
Employee/Labor Relations & Workforce Compliance

Denise Rodgers (ORIGINAL SIGNED)
Manager
Compensation

DATE: October 10, 2007

SUBJECT: **Pay for Hospitalists Working Additional Shifts**

Currently, you have been paying Hospitalists working additional approved 12-hour shifts \$1,000 for each shift worked. This practice should continue until midnight, October 20, 2007. Effective 12:01 a.m., October 21, 2007, this amount should be increased to \$1,125.00. This applies solely to Full-time In-Patient Hospitalists.

DLC/cmc

cc: Nathan Anspach, Vice President, Physician Services
Mark Multach, MD, Associate Chief Medical Office
Richard Lapin, MD, Medical Director
Maria Huot-Barrientos, Director, Recruitment Services
Ruth Francis, Director, HR-Jackson South Community Hospital
Marcia Barton-Radlein, Manager, HR-Jackson North Medical Center

*Rec. 10/11/07
L.M.*



Employee/Labor Relations & Workforce Compliance Department
Human Resources Capital Management Division



LM

MEMORANDUM

TO: Alexander Debouvries
Manager
Payroll

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Director
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Ruth Francis, Director, HR-Jackson South Community Hospital
Marcia Barton-Radlein, Manager, HR-Jackson North Medical Center

Rec. 10/11/07
LM

~~SECRET~~

Kemp, Yvette

From: Rowan, James
Sent: Tuesday, November 18, 2008 11:52 AM
To: Kemp, Yvette
Cc: Calderon, Calixto MD, MPH, CCHP; Cryer, Clarence L; Montalvo, Raymond
Subject: On-Call Pay in Corrections Health Services
Importance: High

Hi Yvette,

As of November 1, 2008, the attending physicians in Corrections Health Services are now required to work "on-call." They are to be paid \$250.00 per week for working on-call.

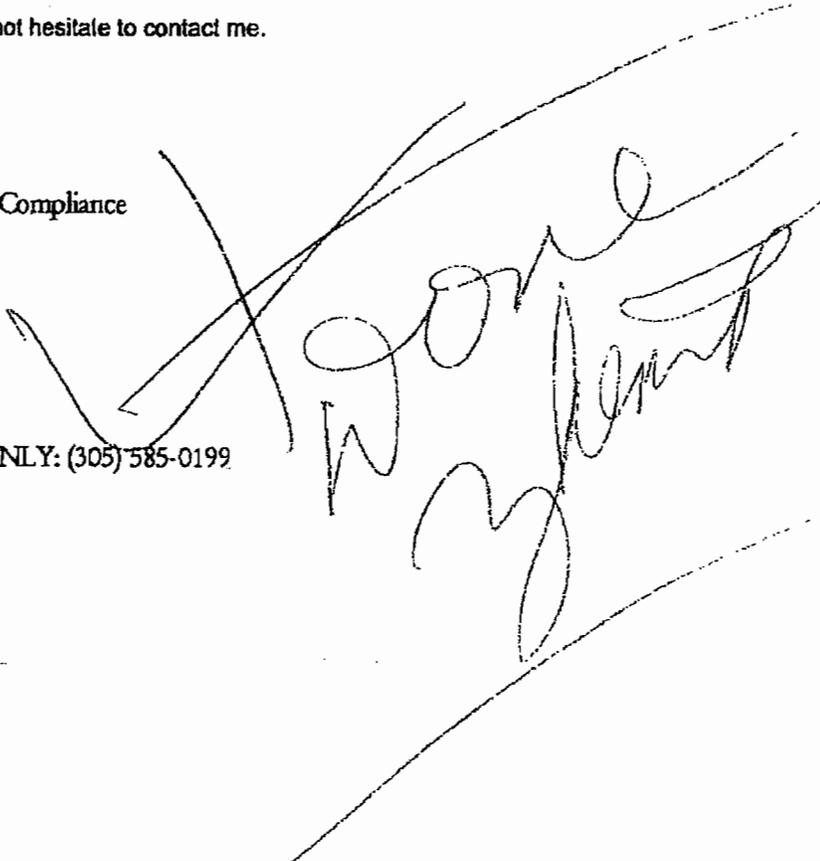
Please pay these doctors that are listed in the "On-Call Provider" List submitted by Dr. Calderon.

Should you have any questions, please do not hesitate to contact me.

Thanks.

James C. Rowan
Senior Labor Relations Specialist
Employee/Labor Relations & Workforce Compliance

Jackson Health System
Park Plaza West L-306
1611 Northwest 12th Avenue
Miami, Florida 33136-1096
Phone: (305) 585-7268, ext. 5-4360
Fax: (305) 355-2361
Fax for COMPLETED DISCIPLINES ONLY: (305) 585-0199
E-Mail: jrowan@jhsmiami.org



AS

SIDE LETTER 9

31/2008 SUN 11:16 FAX 9546545254 HR

0022 001



1611 N.W. 12th Avenue
Miami Florida 33136-1094

November 12, 2002

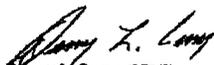
Sheryl Pettitt
Executive Director
SEIU Local 1991
1405 N.W. 167th Street
Suite 100
Miami, Florida 33169

Dear Ms. Pettitt,

The grievance filed by SEIU on behalf of Martha Baker, et al regarding payment for information requested by the union has been referred to this office for response. As indicated to Gene Moriarty, SEIU Representative, in the grievance meeting with D. Jane Mass, Senior Vice President, Patient Care Services, on October 17, 2002 the decision to charge for duplication of materials is made by this office. That decision is made in accordance with the Public Records Act, Chapter 119, Florida Statutes and even as requested and referenced in past letters received from Mark Richard, Esq., SEIU attorney. I have indicated to you in the past that SEIU will be charged for expenses (printing and labor) incurred which exceed \$300.00

The grievance is, therefore, denied.

Sincerely,


Danny L. Curry, SPHR
Assistant Director
HR Division

DLC/ns

cc: D. Jane Mass, Senior Vice President, Patient Care Services
Cynthia Sinclair, Acting Vice President, Human Resources
Gene Moriarty, SEIU Representative, SEIU Local 1991

(SEIU: SHERYL PETTITT RE PAYMENT FOR INFORMATION)

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Side letter 10

SETTLEMENT AGREEMENT

This Agreement is entered into this ___ day of September, 2006 by and between the Public Health Trust of Miami-Dade County (the "PHT") and Service Employees International Union Local 1991 ("SEIU").

WHEREAS, a grievance and arbitration arose between the parties on or about March 29, 2005 (FMCS No. 050519-56014-3, Baker, Blum & All Affected RNs) concerning a dispute over Holiday AD time; and

WHEREAS, a grievance and arbitration arose between the parties on or about March 29, 2005 (FMCS No. 050519-56015-3, Van Sant, Parham & All Affected Professionals) concerning a dispute over Holiday AD time; and

WHEREAS, the two above-referenced grievances filed by SEIU were consolidated into one arbitration scheduled for November 30, 2006; and

WHEREAS, the parties desire to settle each of these grievances and consolidated arbitration; and

The parties agree to settle these disputes as follows:

1. The grievance filed by SEIU on March 29, 2005 (FMCS No. 050519-56014-3, Baker, Blum & All Affected RNs) is hereby withdrawn with prejudice.

2. The grievance filed by SEIU on March 29, 2005 (FMCS No. 050519-56015-3, Van Sant, Parham & All Affected Professionals) is hereby withdrawn with prejudice.

3. Beginning December 1, 2006 and going forward, all SEIU 1991 bargaining unit members within all three SEIU 1991 bargaining units shall thereafter receive full AD time for one-half day for Christmas Eve day and one-half day for New Year's Eve day as a prevailing benefit under the parties' three collective bargaining agreements.

4. Any and all claims for past AD time for the two above-referenced holidays is waived.

5. The PHT reserves the right in case of a financial emergency or crisis to re-open all of the three SEIU 1991-PHT collective bargaining agreement, upon 30 days prior written notice to SEIU, for the sole purpose of addressing the future of AD time for the two above-referenced holidays. If such a reopening should occur, the parties' bargaining will be conducted pursuant to Fla. Stat. Chapter 441, including its impasse resolution procedure. Until the parties resolve the re-opened per this statutory mechanism, the status quo as outlined in paragraph three above shall be preserved and honored.

6. This Settlement shall apply to and serve as the agreed upon interpretation and implementation of the collective bargaining agreements between the parties.

7. The parties shall evenly split the cost of the arbitration.

8. This Agreement shall be ratified and endorsed 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.

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1991

THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

By: [Signature]
Name: MATTHEW BAKER
Title: President

By: [Signature]
Name: FAMILYL CURRY, SPJR
Title: Director, Employee/Labor Relations & Workforce Compliance

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