

MEMORANDUM

Agenda Item No. 14(A)(7)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 5, 2014

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

SUBJECT: Resolution approving and
ratifying the 2014-2017
Collective Bargaining
Agreement with the
Service Employees
International Union, Local
1991, Professionals,
representing certain
employees working
at the Public Health Trust

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

RAC/Imp



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 5, 2014

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

SUBJECT: Agenda Item No. 14(A) (7)

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 Mayor'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) (7)
11-5-14

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING THE 2014-2017 COLLECTIVE BARGAINING AGREEMENT WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991, PROFESSIONALS, REPRESENTING CERTAIN EMPLOYEES WORKING AT THE PUBLIC HEALTH TRUST

WHEREAS, the President and staff of the Public Health Trust of Miami-Dade County (“PHT”) which operates the Jackson Health System have negotiated in good faith with representatives of the Service Employees International Union, (“SEIU”) Local 1991, Professionals, which is the duly certified collective bargaining agent representing bargaining unit members of the SEIU Local 1991, Professionals that are working at the PHT; and

WHEREAS, such negotiations have resulted in a tentative agreement between the PHT and the SEIU Local 1991, Professionals, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the President and the Board of Trustees of the PHT desire to accomplish the purposes of this tentative agreement between the PHT and the SEIU Local 1991, Professionals, and recommend that the tentative agreement be approved and ratified, as set forth in the attached memorandum, which is incorporated by reference; and

WHEREAS, on November 3, 2014, the Board of Trustees of the PHT adopted Resolution No. PHT 11/14-079 that accepts the attached tentative agreement and requests that this Board approve and ratify the attached tentatively agreed upon 2014-2017 Collective Bargaining Agreement with the SEIU, Local 1991, Professionals; and

WHEREAS, Chapter 25A of the Code of Miami-Dade County provides that the PHT shall not be authorized to enter into a contract with a labor union or other organization representing employees without first having obtained the approval of the Board of County Commissioners (“Board”); and

WHEREAS, in addition, Miami-Dade County and the PHT have a joint employer relationship under state public employee relations laws, Chapter 447, Florida Statutes, as determined by the Florida Public Employees Relations Commission; and

WHEREAS, as such, the PHT does not have the independent authority to enter into labor contracts, and the County, as a matter of state law, is a party to and is bound by the contracts with the PHT’s labor unions,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the attached 2014-2017 Collective Bargaining Agreement with the SEIU, Local 1991, Professionals, for the period from October 1, 2014 through September 30, 2017, in substantially the form attached hereto and made a part hereof.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson.

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

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of November, 2014. This resolution shall become effective upon the earlier of (1) ten (10) days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Eric A. Rodriguez / Eugene Shy

MEMORANDUM

DATE: November 5, 2014

TO: Honorable Chairwoman Rebecca Sosa
and Members, Board of County Commissioners

FROM: Darryl K. Sharpton
Chairman, Board of Trustees of the Public Health Trust

RE: 2014-2017 Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust and Service Employees International Union, Local 1991, Professionals Bargaining Unit (Approximately 777 Employees)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and ratify this 2014-2017 Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust (PHT) and Service Employees International Union (SEIU), Local 1991, Professionals Bargaining Unit. This Agreement covers approximately seven hundred and seventy-seven (777) employees of the PHT.

On November 3, 2014, the President & CEO of the PHT reported that the PHT had reached tentative agreements with the leaders of SEIU Local 1991 and AFSCME 1363. The CEO's memorandum outlined the highlights of the agreements and is attached.

On November 3, 2014, the Board of Trustees of the Public Health Trust passed and adopted Resolution No. PHT 11/14-079, accepting the attached Agreement and forwarding it to the Board for ratification. A copy of the resolution is attached hereto and incorporated herein by reference.

The Agreement is scheduled for ratification by the bargaining unit from November 5, 2014 through November 7, 2014. I respectfully request that the requirements of Resolution No. R-130-06 be waived to place the Agreement before the Board for consideration and ratification so that it may become effective as soon as possible after ratification by the bargaining unit.

Scope

The impact of this agenda item affects all full-time and part-time employees, and eligible per diem employees of the Jackson Health System that are members of the SEIU Local 1991 – Professionals Bargaining Unit.

Fiscal Impact/Funding Source

The fiscal impact of this Agreement would be \$6,141,552 for the three (3) year term of the Agreement. It would be funded from operating revenues as documented in the PHT financial statements. In no event would capital revenues, including proceeds from any general-obligation bond, be used to fund this Agreement.

Track Record/Monitor

Monitoring and implementation of labor contracts is overseen by Maria Huot-Barrientos, Senior Vice President and Chief Human Resources Officer.

Background

This Agreement is a product of good-faith negotiations between management's negotiating team and SEIU. The parties have agreed to forego previously negotiated terms in the 2011-2014 Collective Bargaining Agreement, which were due to be effective September 30, 2014. These terms included the previously negotiated step increases, bi-weekly contribution to the Flexible Benefits Plan, and annual contribution to the Flexible Benefits Plan (collectively referred to as the "snap backs"). The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment and previous financial sacrifices.

Terms of Agreement

This is a three (3) year Agreement covering the period of October 1, 2014 through September 30, 2017. The following represents the major provisions of the Agreement:

Article III §§1-2 – Recognition

Per diem employees who average twenty (20) or more hours weekly are included as bargaining unit members with limited contract rights.

Article XI §3 – Salary Increases

All bargaining unit members hired prior to April 1, 2014, and active and employed on September 30, 2014, shall receive a one-time lump sum payment in the amount of 2% of their base pay for total hours worked, excluding overtime with the exception of scheduled overtime (i.e. 4/3 employees), during fiscal year 2013-2014. There will be no Cost of Living Adjustment ("COLA") during fiscal years 2014-2015 and 2015-2016. No later than May 1, 2016 either party may reopen negotiations regarding a potential COLA increase for the 2016-2017 fiscal year.

Article XI §4 – Step Increases

Effective October 1, 2014, a new pay scale will be implemented, changing the rate of progression through the steps, and changing the variation between steps to 4.2%. All full-time and regular part-time employees who were employed during the preceding collective bargaining agreement will receive credit for time served towards progression to the next step on the new step schedule. Step eligible full-time and regular part-time employees will advance a step ("transition step") on the new pay scale. An additional step ("alignment step") will be given to any employee whose step is less than 1.5% or any employee whose Longevity step is less than 2%. Employees who did not receive an alignment step, and who missed three (3) or more steps during fiscal years 2012, 2013, and 2014, or who missed their Longevity step by greater than forty-eight (48) months will also advance an additional step ("compression step").

Article XI §5 – Shift Differential

Effective the first pay period following final ratification of this Agreement, evening shift differential will increase from \$3.64 to \$4.00 per hour, night shift differential will increase from \$3.64 to \$6.00 per hour, and weekend shift differential will increase from \$2.25 to \$2.75 per hour.

Article XI §11 – Correctional Health Services

Bargaining unit members who are employed at Correctional Health Services (CHS) will be paid a five percent (5%) premium on base salary. This CHS premium pay is only applicable for time spent working at CHS.

Article XIII §11 – Administrative Leave

Beginning October 1, 2014, the annual holiday administrative day will be prospectively restored.

Article XIV §9 – Educational Bonus

All full-time employees who are not required by JHS to have a Master's degree but earn one on or after October 1, 2014, in their area of practice shall receive a one-time bonus of \$1,040.00.

Article XVII §3 – Furloughs

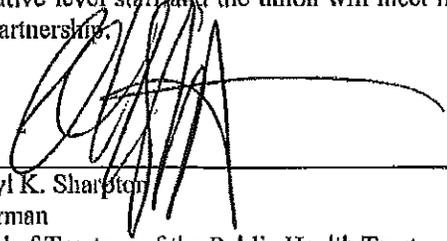
In the event it is financially necessary, system-wide furloughs may be implemented.

Article XIX – Group Insurance

Eligible employees will be given the option of enrolling in the Jackson First health insurance plan in addition to the currently available options. There will be no co-pays and/or deductibles for services performed at Jackson facilities (except emergency care, which would mirror the other HMO plan co-pays), or by any physician with admitting privileges at Jackson Health System. For individual employees electing the Jackson First employee-only option there will be no premium contribution for the term of the Agreement. Jackson First plan participants shall also have access to a dedicated telephone line for scheduling appointments.

Article XXX – Empowerment Programs

A Labor Management Partnership Agreement will be established with the goals of improving quality health care, assisting the PHT in achieving and maintaining leading performance, and improving the workplace. A Senior Partnership Committee consisting of no less than four (4) members each of the PHT executive level staff and the union will meet no less than twice per quarter to discuss strategic issues of the Partnership.



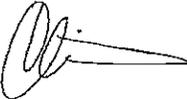
Darryl K. Sharpton
Chairman
Board of Trustees of the Public Health Trust



TO: Honorable Carlos A. Gimenez
Mayor

Honorable Rebeca Sosa, Chairwoman
and Members, Board of County Commissioners

Darryl K. Sharpton, Chairman
and Members, Public Health Trust Board of Trustees

FROM: Carlos A. Migoya
President & Chief Executive Officer 

DATE: November 3, 2014

RE: Labor Agreements

I am pleased to report that Jackson Health System reached tentative agreements Friday with the SEIU and AFSCME leaders whose bargaining units represent most Jackson employees, contingent upon approval by the employees, the Public Health Trust Board of Trustees, and the Board of County Commissioners. After many months of hard work, these three-year contracts represent a good balance between two urgent priorities: offering competitive compensation that attracts and retains world-class caregivers while also ensuring Jackson's financial and operational future is sustainable.

Highlights of the new agreements include:

- Immediate one-time payments for nearly all Jackson employees who have been employed since at least April 1, 2014, equivalent to 2 percent of base salary.
- A modernized step system that provides annual salary growth for early-career employees, when turnover is traditionally higher. Raises would be less frequent for some employees later in their careers, but with salaries that are still competitive in our market.
- Salary increases tied to each employee's anniversary date, retroactive to October 1, 2014. These raises are dependent upon the details of each union contract, and non-union employees' raises will be equivalent on average.
- New health insurance options that give employees more control over their out-of-pocket medical costs, including a new "Jackson First" plan that encourages more employees to use Jackson facilities and features dependent premiums approximately 42 percent lower than our standard HMO and no copays for any service except emergency rooms, urgent care, and durable medical equipment.

Labor Agreements
Page 2 of 2

The contracts are being forwarded to you through the legislative process, along with our request to have them considered this week. Members of the bargaining unit are holding appropriate ratification elections, as well.

We are fortunate to have a workforce that cares deeply about Jackson's community mission and sacrificed deeply for years to preserve that mission. Thanks to extensive collaborative discussions with union leaders, we believe these tentative agreements represent a rational, forward-thinking approach to compensation for 21st-century healthcare workers.

If you have any questions, please feel free to call me.

c: Martha Baker, President, SEIU Local 1991
Vivienne Dixon-Shim, President, AFSCME Local 1363

RESOLUTION NO. PHT 11/14 - 079

RESOLUTION APPROVING THE 2014-2017 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1991, PROFESSIONALS, AND FORWARDING SUCH AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR RATIFICATION CONTINGENT UPON SEIU, LOCAL 1991, PROFESSIONALS SUBSEQUENT RATIFICATION

(Mark T. Knight, Executive Vice President and Chief Financial Officer, Jackson Health System)

WHEREAS, the President and staff of the Public Health Trust have negotiated in good faith with representatives of the SEIU, Local 1991, Professionals which is the duly certified collective bargaining agent representing bargaining unit members of the SEIU, Local 1991, Professionals employed by the Public Health Trust; and

WHEREAS, such negotiations have resulted in a proposed Collective Bargaining Agreement, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the proposed Collective Bargaining Agreement is scheduled for ratification by SEIU, Local 1991, Professionals from November 5, 2014 through November 7, 2014; and

WHEREAS, because of the time sensitivity of this matter, the President recommends that the Board of Trustees of the Public Health Trust approve the proposed Collective Bargaining Agreement contingent upon SEIU, Local 1991, Professionals ratification; and

Agenda Item 4 (d)
Special Public Health Trust Board of Trustees
November 3, 2014

-Page 2-

WHEREAS, the President and the Board of Trustees desire to accomplish the purposes outlined in the accompanying memorandum and recommend approval of the proposed Collective Bargaining Agreement and to forward the same to the Board of County Commissioners for ratification, contingent upon SEIU, Local 1991, Professionals subsequent ratification.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust, and the Service Employee International Union (SEIU), Local 1991, Professionals for the period of October 1, 2014 through September 30, 2017, forwards the Collective Bargaining Agreement to the Board County Commissioners of Miami-Dade County for ratification, contingent upon the subsequent ratification by SEIU, Local 1991, Professionals, and directs the President or his designee to take such action as necessary to seek such ratification.

Agenda Item 4 (d)
Special Public Health Trust Board of Trustees
November 3, 2014

-Page - 3

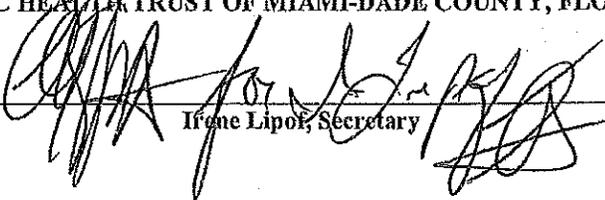
The foregoing resolution was offered by Marcos Lapciuc and the motion was seconded by Mojdeh L. Khaghan as follows:

Joe Arriola	Aye
Mojdeh L. Khaghan	Aye
Marcos Jose Lapciuc	Aye
Irene Lipof	Absent
Ralph G. Patino	Aye
Darryl K. Sharpton	Aye
Carlos Trujillo	Aye

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November 2014.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: _____


Irene Lipof, Secretary

Approved by the Miami-Dade County Attorney's Office as to form
and legal sufficiency _____




DATE: November 3, 2014

TO: Darryl Sharpton, Chairperson
and Members, Public Health Trust Board of Trustees

FROM: Mark T. Knight
Executive Vice President and Chief Financial Officer

RE: 2014-2017 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union Local 1991, Professionals Bargaining Unit

Recommendation

It is recommended that the Board of Trustees of the Public Health Trust (PHT) approve this 2014-2017 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust (PHT) and Service Employees International Union (SEIU) Local 1991, Professionals Bargaining Unit, and forward such agreement to the Board of County Commissioners of Miami-Dade County for ratification contingent upon SEIU Local 1991, Professionals' subsequent ratification. This Agreement covers approximately seven hundred and seventy-seven (777) employees of the PHT.

Scope

The impact of this agenda item affects all full-time and part-time employees, and eligible per diem employees of the Jackson Health System that are members of the SEIU Local 1991 – Professionals Bargaining Unit.

Fiscal Impact/Funding Source

The fiscal impact of this Agreement would be \$6,141,552 for the three (3) year term of the contract. It would be funded from operating revenues as documented in the PHT financial statements. In no event would capital revenues, including proceeds from any general-obligation bond, be used to fund this program.

Track Record/Monitor

Monitoring and implementation of labor contracts is overseen by Maria Huot-Barrientos, Senior Vice President and Chief Human Resources Officer.

Background

This Agreement is a product of good-faith negotiations between management's negotiating team and SEIU. The parties have agreed to forego previously negotiated terms in the 2011-2014 Collective Bargaining Agreement, which were due to be effective September 30, 2014. These terms included the old step increases and bi-weekly contributions to the Flexible Benefits Plan, collectively referred to as the "snap backs". The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment and previous financial sacrifices.

Terms of Agreement

This is a three (3) year Agreement covering the period of October 1, 2014 through September 30, 2017. The following represents the major provisions of the Agreement:

Article III §§1-2 – Recognition

Per diem employees who average twenty (20) or more hours weekly are included as bargaining unit members with limited contract rights.

Article XI §3 – Salary Increases

All bargaining unit members hired prior to April 1, 2014, shall receive a one-time lump sum payment in the amount of 2% of their base pay for total hours worked, excluding overtime with the exception of scheduled overtime (i.e. 4/3 employees), during fiscal year 2013-2014. No later than May 1, 2016, either party may reopen negotiations regarding a potential COLA increase for the 2016-2017 fiscal year.

Article XI §4 – Step Increases

Effective October 1, 2014, a new pay scale will be implemented, changing the rate of progression through the steps, and changing the variation between steps to 4.2%. All full-time and regular part-time employees who were employed during the preceding collective bargaining agreement will receive credit for time served towards progression to the next step on the new step schedule. Step eligible full-time and regular part-time employees will advance a step (“transition step”) on the new pay scale. An additional step (“alignment step”) will be given to any employee whose step is less than 1.5% or any employee whose Longevity step is less than 2%. Employees who did not receive an alignment step, and who missed three (3) or more steps during fiscal years 2012, 2013, and 2014, or who missed their Longevity step by greater than forty-eight (48) months will also advance an additional step (“compression step”).

Article XI §5 – Shift/Weekend Differential

Effective the first pay period following final ratification of this Agreement, evening shift differential will increase from \$3.64 to \$4.00 per hour, night shift differential will increase from \$3.64 to \$6.00 per hour, and weekend shift differential will increase from \$2.25 to \$2.75 per hour.

Article XI §11 – Correctional Health Services

Bargaining unit members who are employed at Correctional Health Services (CHS) will be paid a five percent (5%) premium on base salary. This CHS premium pay is only applicable for time spent working at CHS.

Article XIII §11 – Administrative Leave

Beginning October 1, 2014, the annual holiday administrative day will be prospectively restored.

Article XIV §9 – Educational Bonus

All full-time employees who are not required by JHS to have a Master’s degree but earn one on or after October 1, 2014, in their area of practice shall receive a one-time bonus of \$1,040.00.

Article XVII §3 – Furloughs

In the event it is financially necessary, system-wide furloughs may be implemented.

Article XIX -- Group Insurance

Eligible employees will be given the option of enrolling in the Jackson First Plan in addition to the existing benefits afforded under the preceding agreement. For individual employees electing the Jackson First employee only option of the Jackson First Plan there will be no premium contribution for the term of the Agreement.

Article XXX -- Empowerment Programs

A Labor Management Partnership Agreement will be established with the goals of improving quality health care, assisting the PHT in achieving and maintaining leading performance, improving the workplace. A Senior Partnership Committee consisting of no less than four (4) members each of the PHT executive level staff and the union will meet no less than twice per quarter to discuss strategic issues of the Partnership.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

LOCAL 1991

THE SERVICE EMPLOYEES INTERNATIONAL UNION

(PROFESSIONALS BARGAINING UNIT)

OCTOBER 1, 2014 – SEPTEMBER 30, 2017

ARTICLE I - PREAMBLE

ARTICLE II - PURPOSE

ARTICLE III - RECOGNITION

Section 1. Recognition

Section 2. Probationary and Per Diem Employees

ARTICLE IV - UNION-MANAGEMENT COOPERATION

Section 1. Union-Management Cooperation

Section 2. Employee-Management Conference Committee

Section 3. Membership

Section 4. Dues Deduction

Section 5. Non-Discrimination

Section 6. Bulletin Boards

Section 7. Copies of Documents

Section 8. New Employee Orientation

ARTICLE V - NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS

Section 1. Prevailing Benefits Clause

Section 2. Notification, Consultations and Negotiations

ARTICLE VI - UNION REPRESENTATION

Section 1. Union Representatives

Section 2. Grievance Representation

Section 3. Released Time

Section 4. Adjustment of Grievance

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Resolution of Grievances

Section 2. Definition

Section 3. Procedure

Section 4. Amended Procedure for Certain Grievances

Section 5. Class Grievances

Section 6. Time Limits

Section 7. Employee Obligation

Section 8. Employer Responses

Section 9. Exclusions

ARTICLE VIII - ARBITRATION

ARTICLE IX - DISCIPLINARY ACTION

Section 1. Just Cause

Section 2. Procedure

Section 3. Reprimands

Section 4. Hearing Pursuant to the Hearing Examiner System

Section 5. Grievance Procedure

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 1. Work Hours

Section 2. Overtime

Section 3. Work Week

Section 4. Time Schedules

Section 5. Hours of Work and Overtime

Section 6. Job Basis Employees

Section 7. Alternative Schedules

Section 8. Rotating Shifts

Section 9. Consecutive Shifts

Section 10. Flexible Hours for Higher Degree Education

Section 11. Public Holidays

ARTICLE XI - SALARIES

Section 1. Pay Day

Section 2. Paycheck Errors

Section 3. Salary Increases

Section 4. Step Increases

Section 5. Shift/Weekend Differential

Section 6. On-Call Pay

Section 7. Call-In Pay

Section 8. Uniform Allowance

Section 9. Special Wage Provisions

Section 10. Annual Differential and Specialty Pay Parity Adjustments

Section 11. Correctional Health Services

Section 12. Per Diem Pay

ARTICLE XII - STAFF DEVELOPMENT

Section 1. Clinical Certification

Section 2. Financial Aid

Section 3. Staff Development Programs

Section 4. In-Service and Career Development Program

Section 5. Conferences

ARTICLE XIII - VACATION AND LEAVE

Section 1. Personal Leave Day Program

Section 2. Extended Illness Leave

Section 3. Vacation Requests

Section 4. Holiday Requests

Section 5. Leave Without Pay

Section 6. Bereavement Leave

Section 7. Military Leave

Section 8. Voting

Section 9. Jury Duty

Section 10. Leaves for Union Business

Section 11. Administrative Leave

ARTICLE XIV - EMPLOYMENT PRACTICES

Section 1. Probationary Periods

Section 2. Lounge Areas

Section 3. Work in Higher Classification

Section 4. Classification Appeal

Section 5. Employee's File

Section 6. Evaluation of Work Performance

Section 7. Promotions

Section 8. Longevity Bonus

Section 9. Educational Bonus-Certifications

Section 10. Reference Books and Periodicals

Section 11. Parking Facilities

Section 12. New Equipment and Procedures

Section 13. Drug Discount

Section 14. Tuition Reimbursement

Section 15. Job Specification Language

- Section 16. Rubella and Hepatitis-B Vaccine
- Section 17. Injuries, Rehabilitation and Reorientation
- Section 18. Child Care/Elderly Care
- Section 19. Scope of Practice
- Section 20. Clinical Social Worker Licensure Exam
- Section 21. Referral and Recruitment Incentive Program
- ARTICLE XV- VACANCIES, TRANSFERS, REASSIGNMENTS, UNIT MERGERS AND**
 - Section 1. Shift Transfers, Posting and Filing of Vacancies and Reassignments
 - Section 2. Unit Mergers
- ARTICLE XVI - ORIENTATION AND CROSS-TRAINING**
 - Section 1. Orientation
 - Section 2. Cross-training
- ARTICLE XVII – REASSIGNMENT, LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS**
 - Section 1. Definitions
 - Section 2. Reassignment Procedures
 - Section 43. Layoff Procedure
 - Section 24. Recall Procedure
 - Section 35. Furloughs
- ARTICLE XVIII - CONTRACTING OUT**
- ARTICLE XIX - GROUP INSURANCE**
- ARTICLE XX - EMPLOYEE REPRESENTATION ON COMMITTEES**
- ARTICLE XXI - SAFETY AND HEALTH**
 - Section 1. General Recognition
 - Section 2. Joint Health and Safety Committee
 - Section 3. New Practices and Procedures
 - Section 4. Protection from Respiratory Hazards and Infectious Diseases
 - Section 5. On the Job Assault
 - Section 6. Security
 - Section 7. Safe Patient Handling and Minimal Lift Team
- ARTICLE XXII - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT**
- ARTICLE XXIII - TOXICOLOGY AND ALCOHOL TESTING**
- ARTICLE XXIV - PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS**
- ARTICLE XXV - ASSIGNABILITY OF CONTRACT**
- ARTICLE XXVI - MISCELLANEOUS**
- ARTICLE XXVII - STRIKES AND LOCKOUTS**
- ARTICLE XXVIII - TERM OF AGREEMENT**
- ARTICLE XXIX - PENSION BENEFITS**
- ARTICLE XXX - EMPOWERMENT PROGRAMS**
 - Section 1. Labor-Management Partnership Agreement
 - Section 2. Empowerment and Efficiencies
- APPENDIX A – PUBLIC HEALTH TRUST PROFESSIONAL CLASSIFICATIONS**
- APPENDIX B – REASSIGNMENT PROCEDURE PER DIEM PAY**
- APPENDIX C – SALARY SCHEDULE**
- APPENDIX D – INSURANCE PLANS**
- SIDE LETTER 1 - STATUSES NOT COVERED BY THE COLLECTIVE BARGAINING AGREEMENT**
- SIDE LETTER 2 - PHARMACISTS**
- SIDE LETTER 3 - SOCIAL WORKERS**

SIDE LETTER 4 - MEDICAL TECHNOLOGISTS
SIDE LETTER 5 - DIETITIANS
SIDE LETTER 6 - NUCLEAR MEDICAL TECHNOLOGISTS
SIDE LETTER 7 - MEDICAL RECORDS PRACTITIONER
SETTLEMENT AGREEMENTS AND MEMORANDA OF UNDERSTANDING

~~Sustainability/Joint Efficiency~~

Clinical Practice Pharmacists and Clinical Hospital Pharmacists

Grant Funded

~~Physical Therapist/Occupational Therapist On-Call/Pool Per Diem Rates~~

Speech Therapists Weekend Call Back Pay

~~Appendix A Amendment~~

ARTICLE 1 – PREAMBLE

This Agreement is entered into on February 21, 2012 by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and Local 1991 Service Employees International Union, hereinafter referred to as the Union, for the period October 1, ~~2014~~2014 through September 30, ~~2014~~2017, subject to ratification by the Union membership and approval by the Public Health Trust and the Board of County Commissioners of Miami-Dade County, Florida.

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

ARTICLE II - PURPOSE

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

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

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

ARTICLE III - RECOGNITION

Section 1. Recognition

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

INCLUDED: All full-time and regular part-time ~~health-related~~ professional employees including per diem employees who average (20) or more hours weekly who are employed by the Public Health Trust in classifications included under Appendix A. (DEFINITION: Regular part-time means those individuals who work 40 hours or more per pay period for at least six months continuously.)

EXCLUDED: All managers, supervisors, confidential employees as defined in the Act, nurses, physicians, dentists, ~~all non-health care professionals~~; and all other


TA PHT

22


SEIU TA

employees of Jackson Memorial Hospital/Public Health Trust of Miami-Dade County.

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

The parties agree that in the event the Public Employees Relations Commission issues a Final Order in RC-2014-026 modifying the bargaining unit composition to include additional classifications of non-health related professionals (Company 300), the terms and conditions of employment contained in this agreement shall automatically apply to the employees, and the parties will reopen this Agreement to negotiate wages and other terms and conditions of employment for these individuals.

2. Article VII, VIII, IX and XVII only shall not apply to probationary employees or those still in the initial six month hiring period.
3. It is agreed that if and when new position classifications are created by the Employer, questions of inclusions or exclusion within the Bargaining Unit shall be settled in accordance with State law.

Section 2. Probationary and Per Diem Employees

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

Within the meaning of the above paragraph, the following provisions only shall not apply to probationary employees: Article IX, Sections 1, 2 (D), 3, 4 and 5 and Article XIV, Section 6(E). Only the following provisions shall apply to per diem employees: Articles I; II; III; IV; V; VI; XI, Sections 1, 2, 3A, 5, 6, 8, 10, & 12; XIII, Sections 7, 8, & 9; XIV, Sections 2, 5, 6 (A, B, C, D, H), 10, 11, 12, 13, 15, 16, & 17; XVI; XXII; XXIV; XXV; XXVI; XXVII; and XXVIII. Articles VII and VIII shall only apply to alleged contract violations.

ARTICLE IV - UNION-MANAGEMENT COOPERATION

Section 1. Union-Management Cooperation

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

Section 2. Employee-Management Conference Committee

- A. The Employer's management, jointly with the elected representatives of the Union, shall establish a Conference Committee to assist in solving mutual personnel and


TA PHT

23


SEIU TA

other employee-management problems not involving grievances, or matters within jurisdiction of any other Labor Management Committees.

- B. The purpose of the Committee is to foster improved relations between the Employer and the Union.
- C. The Committee shall be on a permanent basis and shall consist of four (4) representatives of management and four (4) representatives of the Union. Persons serving on this committee should be at a level to represent the parties' interests.
- D. This Committee will meet monthly. Each party will submit an agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.
- E. Within the authority of the representatives, both parties will make every effort to implement any agreement or plan, which results from these meetings. If unable to implement, the representatives will make appropriate recommendations.
- F. It is the objective of the Employer to pay salaries that are competitive in the local area. To this end, salaries will be discussed by this Committee whenever requested by either party.

Section 3. Membership

- A. Quarterly, the Employer will provide the Union with a printout and/or disk of the job title, department, unit and salaries of all the employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers. The Employer will provide the Union with access to the files maintained in the Personnel Office from which the Union may obtain information concerning the name, title, classification, step and salary of every member of the bargaining unit. In addition, the Employer will furnish the Union with a monthly list of all terminated and newly hired employees in the represented bargaining unit.
- B. The Union will have one thousand (1000) copies of this agreement printed and the Employer will reimburse the Union for 50% of mutually agreed upon cost. The Union will provide the Employer with fifty (50) copies. The Union will distribute copies of this Agreement to all employees in the bargaining units.

Section 4. Dues Deduction

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

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

Section 5. Non-Discrimination

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

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

Section 6. Bulletin Boards

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

Section 7. Copies of Documents

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

Section 8. New Employee Orientation

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

ARTICLE V - NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS

Section 1. Prevailing Benefits Clause

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

Section 2. Notification, Consultations and Negotiations

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

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

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

ARTICLE VI - UNION REPRESENTATION

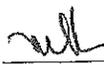
Section 1. Union Representatives

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

Section 2. Grievance Representation

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

Section 3. Released Time


TA PHT

26


SEIU TA

- A. With prior approval from the employee's supervisor, time off with pay shall be allowed to the Union representatives assigned to regular shifts to allow for participation in activities described in Articles IV, V, VI, VII, VIII, IX, XVII, XVIII, XIX, and XX of this Agreement. Approval will not be unreasonably withheld.
- B. No employee shall be paid for such time unless regularly scheduled to work at a time when such activities are going on; nor shall schedules be changed to allow paid time for such activities. In unusual circumstances, request for schedule changes may be submitted by Unit representatives for approval by their supervisor or schedule changes may be made by the Employer. However, in order to encourage participation of night-shift employees in the activities detailed in Section A, night-shift employees who spend two (2) hours or more in any day attending such activities shall be given a maximum of two (2) hours off their regular shift with pay.
- C. Up to ten (10) bargaining unit members will be allowed time off with pay for contract negotiations. Up to an additional five (5) bargaining unit members will be allowed time off without pay for contract negotiations. Approval will not be unreasonably withheld. The Union will make every effort to elect employees from various hospital centers.

Section 4. Adjustment of Grievance

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

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

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Resolution of Grievances

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

It is agreed that every effort will be made by the Union and the Employer to resolve disagreements or disputes informally and promptly prior to the initiation of the formal


TA PHT

27


SEIU TA

grievance procedure and at the first step. An employee may be assisted or represented by a representative of the Union at each step of the grievance procedure. Unless the employee requests Union representation, nothing in this section shall prevent the Employer from discussing any incident or circumstance related to any employee without the presence of a Union representative. However, the Employer agrees not to deny representation if it is requested.

Section 2. Definition

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

Section 3. Procedure

A. Step 1

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

B. Step 2

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

C. Step 3

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

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

Section 4. Amended Procedure for Certain Grievances

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

Section 5. Class Grievances

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

Section 6. Time Limits

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

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

Section 7. Employee Obligation

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

Section 8. Employer Responses

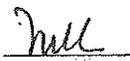
All responses required in Steps 1, 2 and 3, above, as applicable, shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance at any step of the procedure must contain a statement of the reasons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

Section 9. Exclusions

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

ARTICLE VIII - ARBITRATION

If the Union is not satisfied with the reply in Step 3 of the grievance procedure, the Union shall have ten (10) calendar days after receipt thereof to notify the Employer of intent to


TA PHT

29


SEIU TA

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

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

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

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

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

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

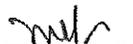
ARTICLE IX - DISCIPLINARY ACTION

Section 1. Just Cause

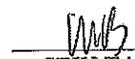
Any employee shall not be discharged, disciplined or demoted except for just cause. The Employer will follow progressive disciplinary procedures, whenever appropriate, and in all instances will have the burden of proving just cause for disciplinary action taken.

Section 2. Procedure

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


TA PHT

30


SEIU TA

- B. The Employer agrees to inform the employee and the Union of their right to representation in the disciplinary process. The Employer will give the employee at least 48 hours written notice providing date, time and place that a disciplinary/counseling session is scheduled. This notice will include the law, rule, regulation, or policy allegedly violated and nature of the alleged violation.
- C. Final disciplinary action determinations will not be rendered until the completion of the presentation and rebuttal meetings where the Employer and the employee together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Rebuttal meetings must be scheduled within fourteen (14) calendar days unless mutually agreed between the parties. The Employer shall have fourteen (14) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual Agreement. The Union and the employee shall receive a copy of the rebuttal response.
- D. The Employer agrees that all disciplinary actions (dismissals, suspensions, demotions) except reprimands will be appealable by the employee to a hearing examiner as provided in the Miami-Dade County Code and the Personnel Rules of the PHT or, at the option of the Union and the employee, to the Grievance and Arbitration procedures provided in Articles VII and VIII of this Agreement. The employee shall be notified in writing of both appeal procedures by name and contract article.
- E. Notices of disciplinary action, Records of Counseling and documented verbal counseling shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts requiring the notice, except where good cause for delay is shown. Forty-eight (48) hour written notice is not required for documented verbal counseling. Good cause shall include, but not limited to, the pendency of outside criminal, administrative or other proceedings. Disciplinary actions and Records of Counseling that are not presented to the employee within 14 days of the original forty-eight hour written notice shall be considered untimely unless time is extended by mutual agreement or if the employee is out on a leave.
- F. Any disciplinary action currently in an employee file, which is overturned, shall be stamped invalid.

Section 3. Reprimands

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

Written Reprimands and Records of Counseling, together with any reference to such reprimands or Records of Counseling excluding performance evaluations, shall cease to be of any force or effect after a two (2) year period from receipt of the Record of

Counseling or Written Reprimand in which the employee has received no further disciplinary actions or Records of Counseling. At the employee's specific written request, these shall be promptly stamped in the employee's personnel file as no longer in effect.

Section 4. Hearing Pursuant to the Hearing Examiner System

- A. The employee subjected to the disciplinary process shall be informed in writing of the charges. The employee or the employee's representative shall have the right to confront and question all witnesses under oath. The right of discovery and procedural rights in accordance with the Florida Rules of Civil Procedure shall be provided to the employee.
- B. All disciplinary actions including demotions, suspensions, and dismissals of permanent employees, but excluding reprimands shall be appealable to a hearing examiner, in accordance with the applicable section(s) of the Miami-Dade County Code (Section 2-47). This section shall not apply to the termination of a nonpermanent or probationary employee or to the demotion of permanent employees who fail to complete the promotional probationary period to the satisfaction of the department for other than disciplinary reasons.
- C. The decision of a hearing examiner shall include a finding of facts, conclusions to sustain the decision and may include recommendations, a copy of which shall be immediately provided to the employee and to the Union.
- D. The above referenced Code provisions providing for a disciplinary appeal process are to be read to include the following procedural guarantees:
 - 1. The Employer shall continue to abide by the previously agreed to and published Hearing Examiner Procedure Manual.
 - 2. The PHT Labor Relations Manager shall be responsible for initiating the selection of the hearing examiner on each appeal and setting the date, time and place for the hearing upon consultation with the parties involved. There shall be no ex parte communication between the participants of the hearing and the examiner.
 - 3. The parties to the hearing shall not initiate ex parte communications with the President of the PHT for the purpose of influencing the final appeal decision. This decision shall be based solely on the hearing record.

Section 5. Grievance Procedure

- A. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees through the grievance and arbitration procedure contained in Article VII and VIII of this Agreement. The Union shall notify the Office of Labor Relations in writing no later than fourteen (14) calendar days from the employee's receipt of the final disciplinary action determination of its decision on whether to exercise the option of appealing through the grievance and

arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance and arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

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

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 1. Work Hours

The standard work week shall consist of forty (40) hours.

Employees who are assigned to work eight and one half (8½) hour shifts or ten and one half (10½) shall be entitled to one (1) unpaid meal break of one half (½) hour which will be part of each shift. Every effort will be made to provide two fifteen (15) minute paid rest periods within each scheduled shift. The unpaid meal break may be combined with the fifteen (15) minute paid breaks with prior supervisory approval, which shall not be unreasonably withheld.

Employees who are assigned to work twelve and one half (12½) hour shifts shall be entitled to two (2) unpaid meal breaks of one half (½) hour which will be part of each shift. Every effort will be made to provide three fifteen (15) minute paid rest periods within each scheduled shift. The unpaid meal breaks may be combined with the fifteen (15) minute paid breaks with prior supervisory approval, which shall not be unreasonably withheld. No individual working twelve and one half (12½) hour shifts will normally be scheduled for more than three (3) consecutive days on duty or more than seven (7) days on duty within a period of fourteen (14) consecutive days.

Section 2. Overtime

- A. It shall not be the general policy of the Employer to require employees to work frequent or consistent overtime. However, when non-job basis employees are required to work approved overtime, in addition to their regular hours, they shall be compensated.
- B. In any situation requiring overtime, volunteers (in the same job classification as the overtime assigned) will be sought before the overtime is offered to other employees. In the event that sufficient volunteers are not obtained, overtime will be assigned on a rotational basis, beginning with the least senior. The Employer shall make every effort to avoid the assignment of mandatory overtime and shall only do so when

necessary to meet the immediate needs of the unit. Recurring short staffing shall not be considered as grounds for mandatory overtime.

- C. Effective March 1, 2012, all work authorized to be performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half of the normal rate of pay.
- D. For purposes of interpretation, all hours in pay status shall be considered hours worked except for unplanned absences. However, employees covered by the bargaining unit may receive overtime payment for hours worked in excess of any forty (40) hour work week which includes the equivalent hours of one (1) planned absence taken within any week (the exception being Thanksgiving week when the equivalent hours of two (2) planned absences may be taken). These hours shall include use of "voluntary early out" personal leave when an employee agrees to leave early at the request of Management and/or usage of partial planned personal leave days up to the equivalent of an employee's regular scheduled shift.
- E. An employee shall not have the regular work schedule changed solely to avoid payment of overtime. This Article is intended to be construed only on the basis of overtime and shall not be construed as a guarantee of work per day or per week.
- F. Except when demonstrated to be more expensive, overtime will be offered before any agency or pool employees are utilized.

Section 3. Work Week

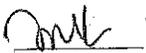
The work week shall begin on a Sunday and end on a Saturday.

Section 4. Time Schedules

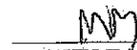
Every effort shall be made to post time schedules four (4) weeks immediately preceding their effective date. Established schedules may be amended at any time by mutual agreement of the employees involved with the consent of the appropriate supervisor.

Section 5. Hours of Work and Overtime

- A. Employees working five (5) days per week schedule will not be scheduled for more than six (6) consecutive days without prior consent of the employee. Employees working compressed schedules will not be scheduled for more than three (3) consecutive days without prior consent of the employee.
- B. The Employer will make every possible effort to provide employees with one or more years of employment every other or two weekends off per time sheet schedule. Weekends are defined as Saturdays and Sundays for day and evening shift and as Friday and Saturday nights for night shift employees. To meet this provision and to cover weekends normally worked during vacations, periods of illness, other unavoidable absences and to cover unfilled positions, the Employer will make every effort to utilize flexible alternatives, such as: seek volunteers for overtime, utilize combination shifts (e.g. 2-8's, 2-12's), part-time, per diem and pool


TA PHT

34


SEIU TA

employees. If staffing standards cannot be met through the use of volunteers, the Employer may assign extra weekend work on a rotating basis. If any employee does not desire every other weekend off or desires set days each week, the employee should make this request in writing to the person responsible for the time schedule. While every possible effort will be made to adhere to paragraphs A and B, it is understood and agreed that patient care needs will be the paramount consideration in work scheduling.

- C. No employee shall be denied vacation because such time begins, ends or includes a weekend(s) on which he/she is scheduled to work.
- D. No employee shall be required to make up a weekend, which occurred during an approved vacation or leave.

Section 6. Job Basis Employees

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

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

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

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

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

Section 7. Alternative Schedules

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

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

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

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

Section 8. Rotating Shifts

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

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

Section 9. Consecutive Shifts

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

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

Section 10. Flexible Hours for Higher Degree Education

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

Section 11. Public Holidays

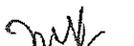
Employees assigned to services/departments that are closed on public holidays shall have the option either to take the day of the holiday off, or to work in their own/other areas of the bargaining unit if such work is available and/or needed to be completed, as approved by the supervisor.

ARTICLE XI - SALARIES

Section 1. Pay Day

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

A. Pay day shall be every other Friday. Paychecks may be picked up in division offices as soon as available. Every effort will be made to make such checks


TA PHT

36


SEIU TA

available to those employees on the 3:00 p.m. - 11:30 p.m. and 11:00 p.m. - 7:30 a.m. shifts after 9:30 p.m. on Thursday and prior to the end of their shift.

- B. If a holiday is on Friday, pay shall be given on Thursday.
- C. The Employer will provide for direct deposit of paychecks in area banks and credit unions upon proper application from individual employees who wish it. Employees shall be informed as to the procedures for proper application.

Section 2. Paycheck Errors

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

Section 3. Salary Increases

A. All currently employed bargaining unit members who were hired prior to April 1, 2014, shall receive a one-time lump sum payment in the amount of two (2) percent of their base pay for total hours worked excluding overtime with the exception of scheduled overtime (i.e. 3-4 employees) during fiscal year 2013-2014. Payment shall be made in the first full pay period following ratification by the parties.

A.B. First Year ~~2011-2012~~2014-2015

There will be no COLA increase during the 2014-2015 fiscal year. ~~2011-2012 fiscal year.~~

B.C. Second Year ~~2012-2013~~2015-2016

There will be no COLA increase during the 2015-2016 fiscal year. ~~No later than May 1, 2012, either party may reopen negotiations regarding a potential COLA increase for the 2012-2013 fiscal year.~~

C.D. Third Year ~~2013-2014~~2016-2017

No later than May 1, ~~2013~~2016, either party may reopen negotiations regarding a potential COLA increase for the 2013-2014~~2016-2017~~ fiscal year.

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

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

G. If during the term of this Agreement Jackson Health System receives any amounts as a result of the SEIU/Sellers Dorsey initiative, JHS agrees to reopen this Article regarding possible wage improvements.

Section 4. Step Increases

~~A. Effective March 1, 2012, advancement in the step plan on an annual or anniversary date basis as set forth in subsections A. through D., below, will be suspended for twenty six (26) pay periods. No later than June 1, 2012 the parties will reopen negotiations regarding step increases for the purpose of determining whether to reinstate the step increases following the twenty six (26) pay periods of suspension.~~

~~There will be no advancement in the step plan on an annual or anniversary date basis until such time as the parties agree to restore the step advancement. Step increases other than on an annual or anniversary date basis as referred to elsewhere in the Agreement will remain in effect. Moreover, notwithstanding any negotiations that occur pursuant to any reopeners, step increases shall automatically be restored no later than September 30, 2014.~~

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

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

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

A. A new pay scale will be implemented beginning with the pay period inclusive of October 1, 2014. The minimum and maximum hourly rates will remain the same as listed in the 2011-2014 collective bargaining agreement. The variation between steps will be 4.2% for all bargaining unit members with the exception of the final Longevity step being the maximum hourly rate as per the 2011-2014 collective bargaining agreement. This "maximum" value will not be less than 4.2%.

All full-time and regular part-time bargaining unit members who were employed during the 2011-2014 collective bargaining agreement will receive credit for time served towards progression to the next step only on the new step progression chart listed in Appendix C.

The progression through steps and Longevity steps is listed in Appendix C on the "Step Progression Chart".

The last two steps on all salary ranges are Longevity steps, progression through which will take forty-eight (48) months.

When there are eight (8) or fewer steps, progression up to the last two (2) Longevity steps will be every twelve (12) months.

When there are more than eight (8) steps but fewer than fourteen (14) steps, progression through steps 1 through 6 will be every twelve (12) months, thereafter progression up to the last two (2) Longevity steps will be every twenty-four (24) months.

When there are fourteen (14) or more steps, progression through steps 1 through 6 will be every twelve (12) months, progression through steps 7 through 11 will be every twenty-four (24) months, thereafter progression up to the last two (2) Longevity steps will be every thirty-six (36) months.

An employee will only advance through the new pay scale on their anniversary date provided they are step eligible. An employee is step eligible if they have satisfactory performance evaluations (i.e. met standards) and worked the requisite number of months/hours towards the next step as outlined in Appendix C.

B. Transition and Alignment Steps

Beginning with the pay period inclusive of October 1, 2014, all step eligible full-time and regular part-time employees will step on the newly created pay scale on their anniversary date at the hourly rate immediately above their own. This step will be referred to as the "transition step". All full-time and regular part-time employees in step 1 will advance to step 2 as their transition step.

Any employee whose transition step is less than 1.5% will advance an additional step on the new pay scale. Any employee whose next step will be 48 months from the transition step with a transition step value of less than 2.0% will advance an additional step on the new pay scale. These additional steps will be referred to as "alignment steps". No employee will receive both an alignment step and a compression step, referenced below.

C. Compression Steps

Beginning with the pay period inclusive of October 1, 2014, all full-time and regular part-time employees who missed three (3) or more steps from April 1, 2012 through September 30, 2014 shall advance an additional step on the new pay scale on their anniversary date. This step will be referred to as the "compression step".

Beginning with the pay period inclusive of October 1, 2014, all full-time and regular part-time employees who missed their Longevity step by greater than forty-eight (48) months will receive an additional step on their anniversary date.


TA PHT

39


SEUTA

D. Physician Assistants (PAs)

Effective the 2014-2015 fiscal year, a new step schedule will be implemented for the Physician Assistant (PA) classification that will mirror the new Advanced Registered Nurse Practitioner (ARNP) classification step schedule as reflected in Appendix C of the Registered Nurses collective bargaining agreement effective October 1, 2014. This new PA step schedule is reflected in Appendix C attached hereto. The range between steps will be 4.2%. Effective the 2014-2015 fiscal year, on their anniversary date, all full-time and regular part-time PAs will be placed on the step immediately above their current hourly rate on the step schedule as set forth in Appendix C. This step will be known as the PA transition step, and from that point PAs will start to earn new credit towards advancement to the next step in the step plan.

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

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

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

Section 5. Shift/Weekend Differential

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

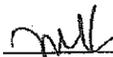
Shift differentials shall be paid in accordance with the following guidelines:

A. The shift differential rates shall be:

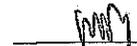
Evening	\$3.64 - \$4.00
Night	\$3.64 - \$6.00

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

Classification	Shift	Rate
----------------	-------	------


TA PHT

40


SEIU TA

Clinical Practice Pharmacist	Evening	\$4.00
	Night	\$6.00
	Weekend	\$2.25
All Other Eligible Classifications	Evening	\$3.644.00
	Night	\$4.156.00
	Weekend	\$2.252.75

- B. ~~Employees who earn a shift differential rate higher than \$3.64 an hour prior to final ratification will have their rate frozen at the higher rate until the new rates are in effect. Employees who earn a shift differential rate higher than the new rate cited above will have their rate frozen at the higher rate for the duration of the contract. The Employer will continue the current practice of paying the appropriate differential for all hours worked on a shift where the majority of hours occur during the evening or night shift. Employees working the twelve and a half-hour night shift will receive the night shift differential for the entire shift.~~
- C. Employees who work weekends will be paid two dollars and seventy-five cents (\$2.75) an hour for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the employee's shift begins at 7:00 p.m. or later on Friday.
- D. This weekend shift differential will be paid only for actual hours worked, in addition to the shift differential. It does not apply to payment for leave of any type.

Section 6. On-Call Pay

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

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

for the respective payroll period. However, no Employee performing on-call/standby duties will earn less than he/she is currently receiving.

Section 7. Call-In Pay

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

Section 8. Uniform Allowance

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

Section 9. Special Wage Provisions

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

Section 10. Annual Differential and Specialty Pay Parity Adjustments

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

Section 11. Correctional Health Services

All full-time and part-time bargaining unit members who are employed at Correctional Health Services (CHS) will be paid a five percent (5%) premium on base salary. This CHS premium pay is only applicable for time spent working at CHS.

Section 12. Per Diem Pay

Per Diem Professionals will be paid according to Appendix B. Upon mutual agreement, the parties may reopen negotiations on these wages at any time.

ARTICLE XII - STAFF DEVELOPMENT

Section 1. Clinical Certification

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

Section 2. Financial Aid

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

Section 3. Staff Development Programs

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

Section 4. In-Service and Career Development Program

Employees shall be compensated for all time spent in required in-service training programs. Every reasonable effort will be made so bargaining unit employees will be given sufficient time to complete all mandatory education requirements during work hours, in their work areas, and free of a patient assignment.

Section 5. Conferences

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

ARTICLE XIII - VACATION AND LEAVE

The Employer provides a certain number of paid hours per year to be used for rest, relaxation, vacation, sickness, bereavement, and other personal needs. Nurses in the bargaining unit employed by the PHT will receive personal leave hours in lieu of annual leave hours, sick leave hours, and holidays.

Section 1. Personal Leave Day Program

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


TA PHT

43


SEIU TA

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

1. Except as provided in Section 3, paragraph 1 of this Article, requests for planned personal leave of more than three (3) days shall be submitted at least forty (40) days in advance unless extenuating circumstances give rise to the need to submit requests within a shorter time frame.

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

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

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

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

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

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

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

44

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

*Calculations are based on 8-hour shifts.

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

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

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

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

- F. Personal leave hours shall be paid at the employee's regular shift rate of pay. Personal leave hours may be accumulated up to a maximum of five-hundred (500) hours.
- G. Personal leave hours shall be used during the first three (3) consecutive scheduled workdays (to maximum of twenty-four (24) hours) of any spell of illness. After 3 years, 16 hours of personal leave are used for illness and after 10 years, 8 hours of personal leave are used; these personal leave hours shall be defined as unplanned absences. If sufficient personal leave hours are not available to cover a spell of illness, any uncovered portion shall be without pay, until the benefits of the Extended Illness Leave Plan are in effect.
- H. Personal Leave/Vacation Accrual Cash Outs
1. Employees who have at least 80 hours of unused Personal Leave/Vacation as of the election date (from December 1 through December 21) of any calendar year (the "Election Year") may voluntarily elect to receive cash instead of 40 to 160 hours (for employees with less than 10 years of continuous service) or up to 240 hours (for employees with 10 years or more of continuous service), but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour.
 2. An election to cash-out Personal Leave/Vacation hours that may accrue in the Accrual Year must be made before the beginning of the Accrual Year from December 1 through December 21 of the Election Year.
 3. The employee must make the election to cash-out Personal Leave/Vacation hours that he or she will accrue in the Accrual Year in writing, on a cash-out election form provided by Jackson Health. The election must state the number of Personal Leave/Vacation hours to be cashed out.
 4. All elections are irrevocable once made. Employees cannot increase or decrease the number of Personal Leave/Vacation hours they will cash out in the Accrual Year after December 21 of the Election Year.
 5. Payment of cashed-out hours will be made in the last pay period of December of the Accrual Year at the rate of pay at the time of payment. Upon employment separation for any reason before the end of the Accrual Year, all accrued personal leave hours, including hours designated as cash out, shall be paid out in accordance with Section I below.
 6. During the accrual year, accrued time shall be allocated on a pro rata basis between cash out and Personal Leave/Vacation time on the same percentage basis as the cash out amount is to the potential maximum accrual. (Example: If an employee elects to cash out 120 hours and is entitled to accrue a maximum of 240 hours in the accrual year, personal leave accruals shall be allocated 50% toward cash out and 50% toward the leave balance.)
 7. Elections to cash out leave must be made on a tax (calendar) year basis.

8. Employees are solely responsible for assuring appropriate leave balances for their personal needs. An employee will be without pay (out of pay status) if appropriate leave balances or other sources of payment or leave are not applicable.
- I. Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.
 1. To qualify for a 100% terminal benefit from the personal leave account, a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.
 2. An employee who has been discharged after a minimum of six (6) months of continuous employment shall be paid 100% of terminal benefits.
 3. The terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.

Section 2. Extended Illness Leave

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

- A. To be eligible for payment of extended illness leave, the employee must fulfill the following requirements:
 1. A full-time employee shall have completed six (6) months of full-time employment.
 2. A part-time employee shall have accumulated 1040 hours worked.
 3. An employee shall give timely notice to the appropriate department head, supervisor, or other designee of the inability to report to work due to illness. The department head, supervisor, or other designee shall be kept informed on a daily basis (unless otherwise instructed by the supervisor) of the employee's physical condition and the expected date of return.
 4. A physician's certificate describing the disability and the inability to work may be required before approval will be given for payment of extended illness leave hours.

- B. A full-time employee shall accrue 0.024 hours extended illness leave for each hour in pay status per pay period up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.
- C. A part-time employee shall accrue 0.024 hours extended illness leave for every hour worked, up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.
- D. An unlimited number of days may be accumulated in the extended illness leave account.
- E. Extended illness leave shall be paid at the employee's regular shift rate of pay.
- F. Payment for extended illness leave for employees with less than three (3) years of service shall begin on the fourth (4) consecutive working day of a spell of illness. The first three (3) consecutive working days to a maximum of twenty-four (24) hours of illness shall be paid out of the personal leave account, if available. The three (3) working days, twenty-four (24) hour deductible will be waived for immediate family critical illness and an employee's illness requiring hospitalization. After three (3) full years of employment, payment for extended illness shall begin on the third (3) consecutive working day or after sixteen (16) hours of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive working day or after eight (8) hours of a spell of illness.

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

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

Less than 10 years	-No Payment
10 yrs. but less than 11 yrs.	- 25%
11 yrs. but less than 12 yrs.	- 30%
12 yrs. but less than 13 yrs.	- 35%

13 yrs. but less than 14 yrs.	- 40%
14 yrs. but less than 15 yrs.	- 45%
15 yrs. but less than 16 yrs.	- 50%
16 yrs. but less than 17 yrs.	- 55%
17 yrs. but less than 18 yrs.	- 60%
18 yrs. but less than 19 yrs.	- 65%
19 yrs. but less than 20 yrs.	- 70%
20 yrs. but less than 21 yrs.	- 75%
21 yrs. but less than 22 yrs.	- 77.5%
22 yrs. but less than 23 yrs.	- 80%
23 yrs. but less than 24 yrs.	- 82.5%
24 yrs. but less than 25 yrs.	- 85%
25 yrs. but less than 26 yrs.	- 87.5%
26 yrs. but less than 27 yrs.	- 90%
27 yrs. but less than 28 yrs.	- 92.5%
28 yrs. but less than 29 yrs.	- 95%
29 yrs. but less than 30 yrs.	- 97.5%

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

Section 3. Vacation Requests

A. Annual Vacation Scheduling Procedure

The annual vacation leave period will be January through December. The vacation scheduling procedure shall be as follows:

1. Leave request forms will be distributed with a sample copy of the upcoming year's vacation calendar by October 1st.
2. Leave request forms shall be returned by employees by November 1st.
3. Annual vacation calendars will be published and posted by December 1st.
4. Employees may request any two vacation periods, designating them as "first plan" and "second plan." Although forty (40) hour blocks of vacation are preferable for scheduling convenience, intermittent vacation (in periods of 8 hours or more each) may be scheduled.
5. Employees will be granted eighty (80) hours of vacation yearly based on this vacation scheduling procedure. Every possible effort will be made to accommodate a longer period of time if requested by the employee.
6. Vacation periods will be scheduled by unit seniority for the first eighty (80) hours of each employee's vacation schedule for the year. Remaining

vacation will be scheduled on a "first come, first served" basis, based on patient care needs. All employees (except those who have not completed their probationary period as of January 1st of the upcoming year), will be encouraged to schedule and take at least forty (40) hours of vacation each calendar year.

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

B. At all other times during the vacation year, requests will be scheduled on a "first come first served" basis. Vacation requests should be submitted forty (40) days in advance unless extenuating circumstances give rise to emergency requests. Response to vacation requests under this paragraph will be in writing, and will be provided to the employee no later than fourteen (14) calendar days after the date of submission.

Section 4. Holiday Requests

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

Section 5. Leave Without Pay

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

Section 6. Bereavement Leave

Full-time employees who have completed nine (9) pay periods of County/PHT service will be granted three (3) days of emergency bereavement leave with pay in the event of a death in the immediate family. 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. Bereavement 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.

Section 7. Military Leave

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

Section 8. Voting

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

CONDITIONS

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

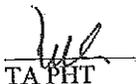
Section 9. Jury Duty

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

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

Section 10. Leaves for Union Business

- A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted to up to two (2) bargaining unit employee in order to accept full-time positions with the Union. The Union shall make written application for such leaves thirty (30) days in advance, and may not make application for more than one (1)


TA PHT

51


SEIU TA

employee from any one (1) unit during the same period. Employees granted such leaves shall continue to accrue bargaining unit seniority during the term of their leave. Employees returning before or at three (3) months shall return to their former unit and position. After three (3) but within twelve (12) months, employees shall return to a comparable position.

- B. Leaves of absence without pay for periods not to exceed one (1) week shall be granted to Union Representatives to attend Union functions. The total number of person-weeks allowable under this paragraph shall not exceed ten (10) weeks per year. The Union shall make written application for such leaves sixty (60) days in advance. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position.
- C. Leaves of absence/release time with pay shall be granted to Union Representatives to perform Union roles and responsibilities. The total amount of this leave shall not exceed fifty (50) days. Employees granted such leave shall continue to accrue bargaining unit seniority and, upon return, shall return to their former unit and position. Leaves granted under this paragraph shall be counted as time worked for the purpose of calculating overtime pay.
- D. The Union President will be granted full time release from duty with full pay and benefits, including all benefits and compensation due under the SEIU/PHT contract and PHT policies and procedures.

Section 11. Administrative Leave

Beginning ~~March~~ October 1, 2012 ~~2014~~, the annual holiday administrative day will be suspended until ~~September 30, 2014~~. Thereafter, the annual holiday administrative day will be automatically prospectively restored.

ARTICLE XIV - EMPLOYMENT PRACTICES

Section 1. Probationary Periods

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

Section 2. Lounge Areas

Present lounge space will be maintained and the Employer agrees to provide adequate lounge space, or equivalent lounge space in all new facilities.


TA PHT

52


SEIU TA

Section 3. Work in Higher Classification

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

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

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

Section 4. Classification Appeal

- A. Whenever an employee feels there is just cause to appeal a classification, the employee may apply for a review of the classification in writing to the immediate supervisor.
- B. Such a request, including a job description prepared by the employee shall be forwarded to the Division Director/Administrator by the employee's supervisor.
- C. Within fifteen (15) working days of receipt of request, a meeting will be convened between the Senior Vice President of Patient Care Services and/or designee and the Employee and his/her representative.
- D. Within thirty (30) working days of such receipt for request of reclassification, the Senior Vice President of Patient Care Services and/or designee shall render a decision.
- E. If the employee is not satisfied with the decision; the employee may within ten (10) working days request a hearing by the director of Human Resources. At the hearing, the employee may be accompanied by a representative of the employee's choosing and may produce any documents and evidence to support the claim for reclassification. The director of Human Resources will explain the basis for the decision in the event the request is denied. The director of Human Resources shall hold such hearing within thirty (30) days of request.
- F. The Director of Human Resource's decision shall be rendered within thirty (30) days and shall be final subject to review by the President of the Public Health Trust. In the event the request for reclassification is upheld, the employee shall receive appropriate compensation beginning with the pay period that the original request was initiated in writing. For purposes of this article, employees relieving for vacation, short-term illness and emergency leaves of absence will not be eligible to apply for reclassification.

Section 5. Employee's File

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

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

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

Section 6. Evaluation of Work Performance

- A. Each employee will receive an evaluation of the employee's work performance at the end of the first six (6) months of employment, and at least annually thereafter. Regular part-time employees will receive a yearly performance evaluation.
- B. The evaluators are ones who make frequent observations of the employee's performance and share responsibility for the employee's professional growth and development.
- C. The evaluator, oriented to the purpose and method of evaluation, will be the immediate supervisor of the employee being evaluated.
- D. The evaluator discusses the evaluation in conference with the employee who has the right to make written comments on the form. A copy of the completed evaluation, signed and dated by both parties, is given to the employee after it has been reviewed by the Department Director or designee.
- E. If the evaluation is less than satisfactory, the employee shall be offered advice and counsel on how to improve performance and may be reevaluated within ninety (90) days.
- F. A permanent employee who receives a performance rating which is below standards may appeal the evaluation, in accordance with the grievance and arbitration procedure provided under Articles VII and VIII of the Agreement.
- G. When an employee is eligible for a step increase, it shall not be delayed beyond the employee's anniversary date if a supervisor does not complete the evaluation in a timely manner.
- H. If an employee's supervisor is not a similar medical professional, the Senior Vice President of Patient Services or designee may designate a Professional as an

appropriate medical professional to serve as the reviewer of the evaluation. The appointed reviewer shall discuss the evaluation with the employee being evaluated before signing off.

Section 7. Promotions

- A. It is the policy of the Employer to encourage and give priority to promotions from within, thereby providing all employees with the opportunity to aspire to higher level positions within the PHT's operations.
- B. All promotions will involve a minimum increase of one (1) step.
- C. All promotions will involve a six (6) month trial period. Permanent status employees who are promoted shall continue to retain their rights under this agreement.
- D. Permanent status employees who are promoted and fail to successfully complete their 6 six month trial period will be offered a vacant position in the previously held permanent status classification, if available, or may bump a probationary/trial employee in that classification.

Section 8. Longevity Bonus

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

- A. 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.
- B. 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.
- C. 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.

Full-time employees who accept a part-time position and thereafter accept a full-time position will have their years of service in the full-time position recognized for purposes of receiving their longevity bonus as long as their service is continuous. Years of service in a part-time position will not count towards the longevity bonus.

Section 9. Educational Bonus-Certifications

~~All full-time unit employees with Certifications in their current area of discipline shall receive two hundred fifty dollars (\$250.00) upon receipt of the certification or upon recertification. One-time certifications shall be compensated for any employee who holds or attains such certification. These bonuses are not compounded in any one year, and eligible employees will receive only the higher bonus to which they are entitled.~~

All full-time employees who are not required by JHS to have a Master's degree for their current classification but earn a Master's degree on or after October 1, 2014 in their area of practice at JHS shall receive a one-time bonus of \$1,040.00 upon receipt and proof of their degree.

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

Section 10. Reference Books and Periodicals

- A. To assure a high quality of care, each division and/or each agency where employees perform duties, will have a designated area for reference books and current periodicals, relating to care given in the area or agency.
- B. Employees shall have access to the University of Miami Calder Library for reference books and periodicals. With prior approval from the employee's supervisor, the Employer agrees to pay for Medline and copying service charges incurred by the employee.
- C. Employees should submit their requests for certain books and publications for their use. Each agency or division will have a minimum of two (2) professional periodicals per bargaining unit. These will be available to employees on all tours of duty.

Section 11. Parking Facilities

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

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

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

Section 12. New Equipment and Procedures

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

Section 13. Drug Discount

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

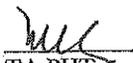
Section 14. Tuition Reimbursement

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

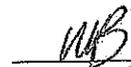
All eligible regular part-time bargaining unit employees will receive 50% tuition reimbursement in accordance with the established policies and procedures maintained by the Employer.

Section 15. Job Specification Language

- A. No employee covered by this agreement shall be required to do work outside his/her classification, except under emergency conditions as declared by the President of the PHT, County Manager or their authorized representatives.
- B. The Union shall have a representative on the Performance Standards Committee. Whenever there is a proposed change in the job specification or title of a class within this Bargaining Unit from this Committee, the Employer shall notify the Union of the proposed changes in job duties. The Union shall receive a copy of the current job specification and the proposed job specification.
- C. Upon notification, the Union may request to meet and negotiate over the impact of such changes on unit employees as provided in Article V, Section 2.


TA PHT

57


SEIU TA

- D. Proposed changes shall be publicized among employees.

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

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

Section 16. Rubella and Hepatitis-B Vaccine

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

Section 17. Injuries, Rehabilitation and Reorientation

- A. Consistent with PHT and County policies, if an employee is injured while on duty, the Employer will make every effort to assist the employee in making application for worker's compensation. In the event the injury is of a nature which will inhibit his/her ability to perform his/her duties, the Employer will make every effort to rehabilitate and reorient the employee to perform duties of a different nature.
- B. Eligible bargaining unit employees shall be entitled to eighty percent (80%) short term disability leave benefits in accordance with coverage provided under the Miami-Dade County Code (Section 2-56.27.1).

Section 18. Child Care/Elderly Care

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

Section 19. Scope of Practice

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

Section 20. Clinical Social Worker Licensure Exam

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

Section 21. Referral and Retention Incentive Program

A referral/retention incentive program for the purpose of hiring qualified candidates into difficult to fill positions may be implemented during the term of this Agreement upon mutual agreement of the parties.

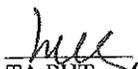
ARTICLE XV- VACANCIES, TRANSFERS, REASSIGNMENTS, UNIT MERGERS AND FILLING VACANCIES

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

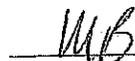
- A. Shift Transfers. Recognizing that access to preferred shifts by employees can make an important contribution to employee morale and retention, the parties agree that all available shifts shall be made available to employees within the unit by unit seniority.
- B. Posting of Vacancies. All unit available vacancies shall be posted in the unit and concurrently throughout all PHT facilities. If employees under paragraph A do not express interest in the vacancy within the first fourteen (14) days of posting, the vacancy shall continue to be posted on bulletin boards located throughout PHT facilities until a job offer is made by recruitment services. With written notice to the Union, the Employer may offer employment to an employee prior to the end of the fourteen (14) day posting period, provided that:
1. More than one (1) vacancy exists in the unit.
 2. Priority for shift selection under A above is maintained.

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

- C. Filling of Vacancies. During this posting period, current employees with the necessary qualifications will be given preference over outside applicants. When skill, competency and ability are considered substantially equal in the judgment of the Employer, seniority shall be the deciding consideration in filling vacancies. All employees who apply for a posted vacancy shall be advised of the vacancy status as soon as practical. An employee's current salary will not be a determining factor when considering employees for transfer.
- D. There will be no less than two (2) nor more than three (3) weeks notice to the department from which an employee is transferred. In the event that the position being vacated is critical to the operation of the unit, the employee may be retained until such time as the employee is replaced, but for no more than sixty (60) days.


TA PHT

59


SEU TA

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

- E. An employee returning to a previous permanent-status classification within one (1) month will be transferred to the employee's previous position and department unless the position has been abolished or has been filled by another employee with permanent status in the classification for that position. In the event the former position is not available, the returning employee will be offered a vacant position in that classification or will replace a probationary/trial employee in that classification.
- F. If it becomes necessary to reduce FTE's in a unit, the hospital will first seek volunteers in a unit. If there is an insufficient number of volunteers, affected employees will be reassigned in inverse order of hospital-wide seniority in the classification, consistent with the reassignment procedure in Appendix D, Reassignment Procedure Article XVII.

Section 2. Unit Mergers

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

- A. The unit seniority of all affected employees shall be maintained and merged into one new unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon this merged seniority.
- B. In the event that a unit merger necessitates the elimination of any positions, the reassignment procedure will be followed and, unless there are volunteers, the employee with the least hospital-wide seniority in the affected classification of the new merged unit will be reassigned and/or offered the opportunity to voluntarily demote.

ARTICLE XVI - ORIENTATION AND CROSS-TRAINING

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

Section 1. Orientation

- A. The Employer agrees to continue the new employee orientation program for employees upon initial hire. An employee shall not be expected to work in an area of practice to which the employee has not been oriented/cross-trained except in emergency circumstances.
- B. An employee who is new to a unit but not to the Hospital will receive orientation to that unit and to the employee's job responsibilities within it. If an employee is

expected to work in more than one unit, the employee will be appropriately oriented to each unit.

- C. An incumbent employee's orientation for a new unit may be extended up to thirty-six (36) hours if the employee has not yet completed instruction on all of the items on an orientation checklist.
- D. No employee shall be required to take more than two (2) "incumbent orientations" during any twelve (12) month period without entering a formal cross-training program.
- E. Orientation shall be offered and floating distributed on a non-discriminatory basis.

Section 2. Cross-training

- A. When an employee is cross-trained, an initial assessment of competence will be done and an organized, documented training program, using tools such as checklists, will be provided in order to ensure the safe delivery of quality patient care. The employee and the person responsible for the cross-training shall mutually acknowledge in writing when the cross-training has been successfully completed. Attainment and maintenance of necessary skills and competency needed to practice in the intended unit will be documented.
- B. When cross-training programs are available or necessary, the employer will first seek volunteers. Selection from volunteers shall be made by seniority. If there are insufficient volunteers to meet departmental needs, employees shall be assigned in inverse order of seniority. Volunteers must meet licensure requirements of the position. The Employer agrees to make cross-training programs and opportunities available to employees in the same classification and same department on an equitable basis.

ARTICLE XVII – REASSIGNMENT, LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

Section 1. Definitions

Reassignment procedure is applicable when there is a reduction in FTE(s) in a unit and there are vacancies in the affected classification(s).

Layoff procedure is applicable when there are no vacancies in affected classification(s).

Section 2. Reassignment Procedure

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


TA PHT

61


SEIU TA

- 1) Meeting dates will be scheduled with the Vice President, the Department Director, Labor Relations and the Union to discuss the reassignment.
- 2) Appropriate available positions will be frozen.
- 3) The Employer will notify the Union, in writing, of the affected unit(s), the affected employees by name, hospital-wide seniority date by classification; the appropriate available positions in the affected classification and, the effective date of reassignment.
- 4) The number of volunteers, in the affected classification(s), accepted from each affected unit(s) will not exceed the number of FTEs being reassigned from that unit. Volunteers from the affected unit(s) will be accepted on a hospital-wide seniority basis in the classification(s), providing licensure requirements for the position are met.
- 5) The volunteer reassignment process will generally be completed within two weeks of notification to the employee(s). Notification of involuntary reassignments will be completed within 72 hours of completion of the voluntary process.
- 6) Hospital-wide seniority in the classification(s) will prevail in the selection of the appropriate available positions.
- 7) The unit seniority of the affected employees shall be maintained and merged into one unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon the merged seniority.
- 8) This procedure will not be used in the layoff procedure of the collective bargaining agreement.

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

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

Section 43. Layoff Procedure

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

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

- B. The procedure will apply to full and regular part-time bargaining unit employees in the statuses of permanent, substitute, and probationary. Exempt employees shall be covered by this procedure. Seniority points will be calculated for each affected

employee. In calculating seniority points one (1) point will be assigned for each month of full-time service, one-half (0.5) point will be assigned for each month of part-time service. Points for months of service are simply totaled with the final number being the retention score.

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

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

- C. The Employer will make every effort to give sixty (60) days notice to the Union of any decision to layoff unit members. No less than 21 days written notice will be given to bargaining unit members who were laid off or demoted. A copy of such notice will be simultaneously sent to the Union.
- D. Layoffs will be done in inverse order of seniority by classification. Employees in the statuses of temporary relief and ~~on-call pool~~ per diem will be terminated prior to any full-time or regular part-time employee in the bargaining unit being impacted by lay-off. An employee who has worked in the classifications of MSW and LCSW, and who during that time performed the same function or duties in the former classification as in the latter, will have his/her seniority blended for the purposes of layoff, recall, and reassignment.
- E. Full-time employees will automatically bump into any classification in which they previously held permanent status. Employees in grant funded positions will only be eligible to bump in their same area of discipline within their same grant area. However, this does not affect the right of an employee to otherwise bump into any position and/or classification in which they held permanent status.
- F. During the twenty-one (21) day notice period, employees who have been bumped shall be given five (5) calendar days to select by hospital-wide seniority a reassignment to a vacant position in their discipline. The Union will be responsible for facilitating this process.
- G. Part-time employees can only bump within their classification within their specific discipline. It is understood that in a layoff, part-time employees may be required to move to full-time status in order to exercise bumping rights. Reasonable efforts will be made to ensure that part-time employees may continue in part-time status. Full-time employees shall not be required to accept part-time positions.
- H. All time served in the higher classification will be credited as time served in lower classifications within their specific discipline. When a higher classification within a unit is eliminated the affected employee may voluntarily opt to demote to a previously held classification to remain in their unit/discipline, as permitted by

licensure. Bargaining unit employees who previously held permanent status in classifications outside of this bargaining unit will be subject to the applicable layoff procedures of the classification to which they are displaced.

- I. For purposes of layoff only:
 - 1. Time served as a I will count towards time as a II in the specific discipline. Time served in these classifications in pool status will not be considered. When management deletes a job classification and creates a new classification and the primary function remains the same then time in the previous class would count for the purposes of layoffs, reassignments, or recall as time in the new class (most current example would be: time served as a Medicaid Specialist would count as time served as an Enrollment Specialist).
 - 2. No bargaining unit employee shall be laid-off in lieu of maintaining a full-time equivalent traveler, agency or pool employee in the specific discipline. Following a lay-off, pool and agency employees may be used during the necessary transition time specifically to cover for orientation and cross-training that may be required as a result of lay-off.
- J. Employees who have been displaced will be given priority consideration for other opportunities in their specific discipline.
- K. The County and PHT agree that County employees cannot bump bargaining unit employees working for the PHT nor can PHT Bargaining Unit employees bump County Bargaining Unit employees.

Section 24. Recall Procedure

- A. Employees will be recalled in inverse order of layoff. Employees that have been laid-off will have recall rights to all full-time and part-time vacancies in their previously held position for a period of two (2) years from the date of layoff. If an employee is recalled and accepts a part-time position he/she shall continue to have recall rights to a full-time position if one becomes available during the recall period.
- B. The Union will be notified of all employees on recall lists and vacancies, as offered and accepted.
- C. Once recalled, employees will have their previous seniority and extended ill bank restored. If employees received a payout of their extended ill upon layoff, once recalled they can purchase back their time.

Section 35. Furloughs

- A. ~~Effective March 1, 2012, the Employer agrees not to implement any furloughs of bargaining unit employees through the end of fiscal year 2013. Thereafter, in the event it is financially necessary, system-wide furloughs may be implemented only upon approval of the governing body of the PHT (the Financial Recovery Board or,~~

~~if the Financial Recovery Board no longer exists, the members of the Public Health Trust) after notice and public hearing.~~

- B. In the event it is financially necessary, system wide furloughs may be implemented. The Employer will make every effort to give sixty (60) days written notice to the Union of any decision to furlough unit members. No less than twenty-one (21) days written notice will be given to bargaining unit members who are to be furloughed.
- C. ~~These furlough provisions shall be considered the status quo upon expiration of this Collective Bargaining Agreement unless the Union gives notice to the Employer sixty (60) days prior to expiration of its desire to revert back to the status quo regarding furloughs in existence during the term of the predecessor agreement.~~

ARTICLE XVIII - CONTRACTING OUT

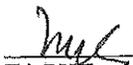
If the PHT solicits bids or proposals from the public to contract out services currently being performed by members of the bargaining unit, the PHT will notify the union. Notice of the solicitation will be provided as soon as practicable but in no event later than members of the general public are notified.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

Jackson Memorial Hospital shall not contract out Adult ER services, including but not limited to the Rape Treatment Center, at its Main Campus. In the event that the PHT solicits bids or proposals from the public to contract out services currently being performed by members of the bargaining units in the Pediatric ER, or in the Adult ER at Jackson North Medical Center or Jackson South Community Hospital, all of the provisions and rights contained in this Article shall apply, and if these services are contracted out, the PHT will require as a condition of its agreement/contract with any entities or Provider(s) that any full-time or part-time attending physicians, physician assistants, or ARNPs employed by the PHT shall remain employed in those units as PHT employees.

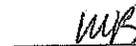
Upon request by the Union, the PHT shall make available for inspection any and all documents publicly available relating to the services contemplated for contracting out, prior to action being taken by the Employer to accomplish the contracting out. The Union may, within thirty (30) days or less if possible, propose an alternative plan by which the work may be done economically and efficiently by appropriate members of the bargaining unit. If the PHT receives such a proposal from the Unions it will give such proposal reasonable consideration.

ARTICLE XIX - GROUP INSURANCE

- A. ~~The County's and PHT's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.~~
- BA. The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization and a Point of


TA PHT

65


SEIU TA

Service Plan pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the qualified Health Maintenance Organization.

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

~~1. The PHT will provide a \$10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the HMO plans. Notwithstanding the foregoing sentence, effective March 1, 2012, this flex dollar contribution shall be suspended until September 30, 2014. Thereafter, the \$10.00 bi-weekly employer contribution shall be automatically restored.~~

~~2. The County/PHT will continue to provide an annual \$1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for County/PHT employees eligible for group health insurance or the Flexible Benefits Plan. Notwithstanding the foregoing sentence, effective March 1, 2012, this flex dollar contribution shall be suspended until September 30, 2014. Thereafter, the \$1000 employer contribution shall be automatically restored.~~

~~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.~~

1. Copies of the 2015 plan designs and cost structures for all plans offered to eligible bargaining unit members are attached to this Agreement as Appendix D, including employee premium contributions, co-pays, deductibles, RX benefits, etc. In addition to the POS and HMO plan, the PHT will continue to provide a Select Network/Managed Health Care Group Insurance Plan, and will include the Jackson First Group Insurance Plan beginning the plan year January 1, 2015.

2. For plan years 2016 and 2017, either party may reopen this Article no later than July 1st of the preceding plan year to negotiate plan design and premium contributions, including but not limited to co-pays and deductibles. No modifications to plan design or employee premium contributions shall be made absent negotiations pursuant to Chapter 447, Part II, Florida Statutes.

3. Part-time employees with benefits who consistently work 30 or more hours per week, and part-time employees assigned to a 3/2 schedule that average 57 1/2 hours bi-weekly, are eligible for participation in the PHT's health plans.

~~4. All employees in the bargaining unit shall be required to contribute five percent (5%) of base wages toward the cost of coverage for group health insurance. The deduction shall be in pre-tax dollars to the extent allowable by law. Base wages is understood to mean base wages actually earned by~~

~~the employee, and no contributions will be made by an employee for time not in pay status.~~

~~Effective January 1, 2014, the monies comprising the health care contribution shall be reinstated to the employees' pay, provided however, that the Employer shall have the right to reopen this provision of the Collective Bargaining Agreement, in advance, for the purposes of negotiating whether these reductions will be continued. In the event that the Employer chooses to reopen this provision and the parties are unable to reach an agreement, the dispute shall be submitted to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.~~

5. ~~With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement to negotiate the redesign of the County's health plans for plan year 2013. Union participation shall be obtained to negotiate health plan provisions and benefits prior to establishing premium contributions.~~

C. JACKSON FIRST PLAN

Eligible Jackson Health System employees will be given the option of enrolling in the Jackson First health insurance plan, in addition to the current available options. This Plan is voluntary and available to any benefits-eligible employee and their dependents. There will be no co-pays and/or deductibles for services performed at Jackson facilities (except emergency care, which would mirror the other HMO plan co-pays), or by any physician with admitting privileges at Jackson Health System. For individual employees electing the employee only option there will be no premium contribution for the term of the Agreement.

Jackson First plan participants shall also have access to a concierge service as described in Appendix D, which includes a dedicated telephone line for scheduling appointments. Employees selecting the Jackson First plan shall have access to an urgent primary care physician within forty-eight (48) hours of requesting an appointment, and have access to a routine primary care physician within ten (10) days of requesting an appointment. Enrollees who request outpatient diagnostic testing (with valid referral) will be scheduled for the service within five (5) calendar days of the request or sooner if medically necessary at the Jackson facility of the enrollee's choice. This diagnostic testing includes MRI, CT, mammography, colonoscopy, laboratory services, etc.

- D. The parties will create a Health Care Committee comprised of two (2) members appointed by Management and two (2) members appointed by the Union. This Committee will meet monthly (unless otherwise mutually agreed), and shall be provided any and all information necessary to monitor utilization, cost, and effectiveness of the plans.

D. PUBLIC PROTECTION PLAN

The Public Health Trust recognizes that the contributions set forth in Paragraph C.4., above, constitute a sacrifice by the employees represented by the SEIU Local 1991 and their families to ensure the continued operation, improvement, and viability of the Jackson Health Systems for the welfare and benefit of the public. Accordingly, the parties enter into the following Public Protection Plan:

1. The Public Health Trust will open a primary care clinic at the JHS Main Campus by no later than December 31, 2012. If the clinic is not opened by the indicated date the employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener on the Article regarding a potential contribution decrease.
2. The Public Health Trust will work on ways to reduce Emergency Room wait times.
3. If the Ryder Trauma Center closes during the term of this Agreement, employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
4. If the Burn Center closes during the term of this Agreement, employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
5. If the ER Department closes during the term of this Agreement, employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
6. If the spinal cord, transplant, children or women, or obstetrics specialty services are discontinued during the term of this Agreement, employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
7. If during the term of this Agreement, Jackson Health System receives a CMS payment (to be determined) then employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential employee contribution decrease.

ARTICLE XX - EMPLOYEE REPRESENTATION ON COMMITTEES

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

- 1. Joint Labor-Management Committees

- a. Employee-Management Conference Committee

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

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

- b. Joint Health and Safety Committee

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

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

The Employer shall provide the committee on a quarterly basis with data containing the vital information on all work related injuries and

illnesses, including but not limited to injury-on-duty quarterly reports which will include needle stick and sharps injuries.

c. Other Labor Management Committees, As Established

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

2. Other Hospital/Medical Staff Committees

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

3. Matters Eliminated From Discussion

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

- a. Pending grievances or items properly handled under the grievance procedure.
- b. Individual disciplinary actions and individual performance evaluations.
- c. Matters or processes for which they are established joint committees or procedures.

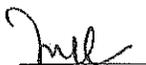
It is recognized that the Committees will not be used for continuing negotiations.

ARTICLE XXI - SAFETY AND HEALTH

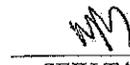
Section 1. General Recognition

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

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


TA PHH

70


SEIU TA

Section 2. Joint Health and Safety Committee

A. Purpose

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

B. Establishment

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

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

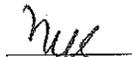
C. Make-up of the Committee

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

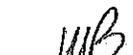
D. Meetings and Agenda

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

Section 3. New Practices and Procedures


TA PHI

71


SEIU TA

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

Section 4. Protection from Respiratory Hazards and Infectious Diseases

A. Infectious Diseases

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

B. Asbestos

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

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

Section 5. On the Job Assault

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

Section 6. Security

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

Section 7. Safe Patient Handling and Minimal Lift Team


TA PHT

72


SEIU TA

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 maintain the safe patient handling and minimal lift plan.

The parties agree to maintain the multi-disciplinary team and to maintain 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.

ARTICLE XXII - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

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

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

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

ARTICLE XXIII - TOXICOLOGY AND ALCOHOL TESTING

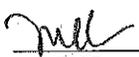
The Employer and the Union recognize that employee substance and alcohol abuse can have an adverse impact on Miami-Dade County government, the PHT's operations, the image of employees and the general health, welfare and safety of the employees, and the general public.

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

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

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

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


TA PHT

74


SEIU TA

ARTICLE XXIV - PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

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

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

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

ARTICLE XXV - ASSIGNABILITY OF CONTRACT

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns (as those terms are defined by state or federal labor law, including but not limited to a taxing district or 501(c)(3) designated entity) 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. The parties further agree that:

- A. In the event of a sale, merger, assignment, or other transfer of operations of the Hospital, prior to the sale, merger, assignment or transfer the Hospital shall:
1. Inform the prospective purchaser, merger party, assignee, transferee or other relevant acquiring or surviving entity ("New Employer") of the existence of his Agreement and of its terms and conditions;


TA PHT

75


SEIU TA

2. Provide a copy of this Agreement to the New Employer;
3. Require as a condition of the sale, merger, assignment or transfer that the New Employer shall recognize the Union as the collective bargaining representative;
4. Require as a condition of the sale, merger, assignment or transfer that the New Employer shall assume (by written instrument executed with the Union) this Agreement between the Hospital and Union [subject to the modification that the New Employer shall offer comparable benefit plans in lieu of benefits plans that are specifically administered by and available only through the Hospital, for the remainder of its term];
5. Including the foregoing terms and conditions in a binding, written agreement between the Hospital and the New Employer, which states that the Union and the bargaining unit employees covered by this Agreement are the intended beneficiaries of these terms and conditions with the legal right to enforce them; and
6. Provide the Union satisfactory documentation of compliance with the foregoing terms and conditions prior to the sale, merger, assignment or transfer.

ARTICLE XXVI - MISCELLANEOUS

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

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions set forth in this Agreement must be clarified or amended. Under such circumstances, SEIU Local 1991 is specifically authorized by bargaining unit employees to enter into the settlement of grievance disputes or memoranda of understanding to clarify or amend this Agreement without having to be ratified by bargaining unit members.

ARTICLE XXVII - STRIKES AND LOCKOUTS

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

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


TA PHT

76


SEIU TA

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

ARTICLE XXVIII - TERM OF AGREEMENT

- A. The collective bargaining agreement between the PHT, Miami Dade County and Local 1991, Service Employees International Union, shall be effective October 1, ~~2014~~2014 and continue to September 30, ~~2014~~2017.
- B. Either party may require by written notice to the other no later than June 30, ~~2014~~2017, negotiations concerning modification, amendments, and renewal of this Agreement to be effective October 1, ~~2014~~2017.
- ~~C. In the event that during the term of this Agreement another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the across the board wage increases provided for under Article XI, the Union shall have the right to request the reopening of negotiations with respect to Article XI only.~~

ARTICLE XXIX - PENSION BENEFITS

- A. Effective March 1, 2012, the pension benefits of the Public Health Trust Retirement Plan shall be amended to reflect the following changes to the pension benefits of the Florida Retirement System (FRS) which became effective July 1, 2011: cost-of-living adjustments; changes to the definition of retirement age for new hires, other than the increase of the minimum years of service requirement; and changes to the calculation of average final compensation for new hires. Similarly, effective upon ratification of this Agreement, employee contribution levels shall also be amended to reflect the FRS employee contribution levels in effect as of July 1, 2011 (3% of pensionable earnings on a pre-tax basis, other than per diem pool).
- B. The Summary Plan Description for the PHT Retirement Plan shall be amended to conform to this Agreement, and a copy shall be provided to the Union upon its completion.

ARTICLE XXX - EMPOWERMENT PROGRAMS

Section 1. Labor-Management Partnership Agreement

- A. Purpose


TA PHT

77


SEIU TA

Health care services and the institutions that provide them are undergoing rapid change. Advances in health care and ensuring the well-being of the Miami-Dade County community present challenges as well as opportunities for the Public Health Trust (PHT), the public, SEIU Local 1991 (Union), and the members they represent. The PHT and the Union believe that now is the time to enter into a new way of doing business. Now is the time to unite around our common purposes and work together to most effectively deliver high quality health care.

Founded on the common principle of making life better for those we serve, it is our common goal to make Jackson Health System (JHS) a pre-eminent deliverer of health care in the United States. It is further our goal to demonstrate by any measure that labor-management collaboration produces superior health care outcomes, leading performance, and a superior workplace for PHT employees.

In this spirit and with this intent, the PHT and the Union agree to establish a Partnership in pursuit of our common goals to:

- Improve quality health care for the communities we serve;
- Assist the PHT in achieving and maintaining leading performance;
- Make the PHT a better place to work;
- Provide PHT employees with the maximum possible employment and income security within the PHT; and
- Involve employees and their union in operational, clinical, and business decisions.

B. Process and Structure

1. Senior Partnership Committee

The parties will establish a Senior Partnership Committee (SPC) consisting of an equal number of (but not less than four (4) each) PHT executive level staff and Union leadership. JHS's COO and CFO, as well as the Union President, will be members of the SPC. The COO and the Union President shall be co-chairs of the SPC. The SPC may expand the Partnership to include representatives of other parties as necessary, as agreed to by the labor and management representatives on the SPC. The responsibilities of the SPC are to establish, consistent with the terms and scope outlined in this agreement, targets, goals, objectives, time lines, and other Partnership initiatives. The SPC will meet as often as necessary but no less than twice per quarter to discuss strategic issues of the Partnership, and implement, review and oversee initiatives at all levels.

The powers of the SPC do not supersede the legally mandated obligations of the parties such as the duty to bargain over mandatory subjects, the responsibilities and duties of the governing board of the PHT, and the duty of the Union to represent the interests of its members. However, any initiatives approved by a super majority vote (i.e. six (6) out of eight (8)) of the members of the SPC shall not be rejected.

The initial initiatives of the Partnership shall be: (1) Primary Care Implementation; (2) ER through-put; and (3) Clinical Staffing and Training.

2. Access to Information

It is the express intention of the parties to freely share information with each other. The parties will have timely access to all relevant and pertinent information necessary to address the purposes of the Partnership. The PHT will provide such documentation at no cost to the Union.

3. Consultants

The parties will jointly select a third-party consultant to assist the Partnership formation and implementation process and to continue with such assistance until such time as the SPC members agree that these services are no longer required. The PHT and the union shall be equally responsible for all fees and costs of the consultant hired for the first \$200,000 annually; thereafter, the PHT will be responsible for the fees and costs of the consultant.

4. Partnerships at Other Organizational Levels

The SPC acknowledges that the involvement of employees from all levels of the organization in appropriate and relevant issues results in high quality decisions beneficial to the continued viability of the enterprise. To this end, the SPC may create joint committees to monitor the implementation of action plans and initiatives. All joint committees created by the SPC will consist of an equal number of members from the Union and the PHT.

5. Costs of the Partnership

Following execution of this agreement, the PHT shall cover lost time for any PHT employees who are members of the SPC to attend these meeting. Any lost time for bargaining unit employees chosen by the Union to participate in any sub-committee established by the SPC shall be covered by the Union.

6. Scope

The issue of scope is inextricably tied to decision making. Scope sets the boundaries for the Partnership; what is in play, what is not. The decision-making process describes the procedures for disposing of or resolving the issues deemed within the parameters of the Partnership.

The scope of this Partnership should be broad and includes: strategic initiatives; quality; member and employee satisfaction; business planning; and business unit employment issues.

With respect to quality, we recognize that business units aim to meet and/or exceed quality requirements of various accrediting and review organizations.

The SPC's quality focus will be on achieving results to meet and surpass these requirements.

Business unit activities will be consistent with principles established at the strategic level.

7. Existing Labor-Management Cooperation Arrangements

These arrangements should be permitted to continue and where possible be enhanced by partnering efforts.

8. Current and Future Business Issues and Plans

The PHT will make every effort to educate and fully brief members of the SPC about current business initiatives, business plans, including executive plans and plans relating to bonds, and the environment in which the PHT currently operates. Opportunity for recommendations will be made available to Partnership participants with respect thereto. Business initiatives or plans, including executive plans and plans relating to bonds, begun following formal establishment of the Partnership will be managed in compliance with the Partnership process outlined in this document and opportunity for recommendations will be made available to Partnership participants before final decisions are made where feasible.

9. Employment Security

There will be no loss of employment to any employee because of participation in a Partnership program at the worksite.

10. Applicability

Articles VII and VIII do not apply to subsections B., 1, 2, 3, 5 and 9 of this Section.

Section 2. Empowerment and Efficiencies

- A. The Union and the Employer recognize that it is in the interest of all parties and the public to ensure the stability, efficiency, and improvement of the Jackson Health System. To that end, upon ratification of this Agreement, the Employer shall provide one million dollars annually to SEIU to work on ways to achieve these goals, or alternatively and in lieu of the aforementioned and upon mutual agreement, the Employer shall provide no less than 8 FTE paid released employees (total and not "per bargaining unit") selected by the SEIU to work on ways to achieve these goals (or upon mutual agreement, a combination of less than 8 FTE paid released employees and monetary payment to the maximum combined value of one million dollars).

~~Any expert or consultant hired by the Union shall have access to any projects/efforts by the Employer to ensure the stability, efficiency, and improvement of the Jackson~~


TA PHT

80


SEIU TA

Health System, including any planning, idea generation, analysis, decision making, meetings, documentation and implementation of projects, including with regard to the AOA, and shall work in conjunction with JHS in this regard. The Employer shall make every reasonable effort to provide all SEIU requests for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billing, audits and other records within 72 business hours of the request. The document shall be provided at no charge. The parties agree to discuss the most cost effective ways to provide information requested. Such experts or consultants shall be provided access to the employer facilities and shall be provided suitable working space at the facility.

~~B. Efficiencies~~

~~1. The Union agrees to provide additional concessions in the annualized amount of \$15 million (total and not "per bargaining unit") in a manner more specifically described herein. The Union agrees to propose operational efficiencies, defined as reductions in costs and/or generation of new revenue (including 50% of the amounts received through the SEIU/Sellers-Dorsey Initiative), with the goal of reaching an annualized savings in the amount of \$15 million dollars for each year of this Agreement.~~

~~2. Effective March 1, 2012, PL accrual shall be reduced by 1.54 hours per pay period (as reflected in the chart, below), subject to the other paragraphs of this Article.~~

~~Full time employees shall earn paid personal leave hours as follows:~~

~~a. During the first five (5) years of employment, 0.09225 hours shall be earned for each hour in pay status per pay period up to a maximum of 7.38 hours (80 hours or more in pay status). This approximates 24 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.~~

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

Year of Employment	Per Hr. In Pay Status	Max. Hours Earned Per Pay Period	Equivalent Day* Earned Per Year
6th	.09615	7.692	25
7th	.09995	7.996	26
8th	.10385	8.308	27
9th	.10765	8.612	28
10th-15th	.11155	8.924	29
16th	.11535	9.228	30

me
TA PHT

81

WJ
SEIU TA

17th	11025	9.540	31
18th	12305	9.844	32
19th	12695	10.156	33
20th on	13075	10.460	34

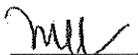
*Calculations are based on 8-hour shifts.

3. ~~In the event that on or before September 29, 2012 the Union does not meet its goal of providing operational efficiencies consistent with the process described in paragraph 6, below, in an annualized value of \$15 million, then SEIU agrees to fill the shortfall through the implementation of a combination of the following concessions: the further reduction or adjustment of PL accrual described in paragraph B.2., above; modifications to the PTO program; and/or modifications to the Extended Illness Program. The shortfall may also be made up with other concessions as proposed by the Union and approved by management. The same procedure shall be utilized for fiscal years 2013 and 2014.~~

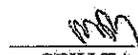
4. ~~In the event that on or before September 29, 2012 the Union meets its goal of providing operational efficiencies consistent with the process described in paragraph 6, below, in an annualized value of \$15 million, then the parties agree that \$8 million of the \$15 million may be utilized (at the Union's election) to offset and restore retroactively the PL accrual described in paragraph B.2 above within four (4) pay periods of meeting the goal. In the event that on or before September 29, 2012 the Union exceeds its goal of providing operational efficiencies consistent with the process described in paragraph 6, below, in an annualized value in excess of \$15 million, then the parties agree that 50% of the overage shall be utilized to reduce employee contribution toward group health insurance, prospectively. The same procedure shall be utilized in fiscal years 2013 and 2014.~~

5. ~~The parties recognize that these operational efficiency proposals can only be developed with the highest degree of cooperation between Jackson and Union leadership. Jackson agrees to provide appropriate support, access, and authority to the Union and its advisers and must provide a collaborative and efficient environment to evaluate and quantify operational efficiency proposals. The Employer commits that there will be no intentional delays or unreasonable denials or delays related to the vetting or approval of recommendations presented by the Union. The parties agree that any operational efficiencies originating from the Union that are vetted and approved by the Executive Steering Committee and validated by the PMO consistent with the process described in paragraph 6, below, will not be unreasonably denied approval or recognition by the Employer.~~

6. ~~The Union and its advisers will present SEIU operational efficiency recommendations to an Executive Steering Committee as established by the Employer. This Committee shall consist of three voting members (the Chief Financial Officer, the Chief Medical Officer, and the Chief Operating Officer) and two non-voting members from the Union. This committee shall meet~~


TA PHT

82


SEIU TA

~~each month for the purpose of reviewing operational efficiency recommendations proposed by SEIU. Upon vetting and approval by management, which shall not be unreasonably withheld, the annualized value of the recommendations, as validated by the PMO, shall be counted as operational efficiencies as defined above. In addition, the SEIU recommendations already approved and quantified through the Joint Efficiency Task Force shall not be excluded as operational efficiencies in the event that they are approved in accordance with the process outlined herein, and only to the extent that they have not already been fully implemented as of ratification of this Agreement.~~

- ~~7. SEIU recommendations already approved and quantified through the Joint Efficiency Task Force shall be subject to gain sharing in accordance with the language of the March 18, 2010, Agreement, to the extent that they have been implemented as of ratification of this Agreement. The parties agree that any such gain sharing shall not count against or contribute towards the Union's \$15 million target for operational efficiencies as described in this Article.~~

APPENDIX A – PUBLIC HEALTH TRUST PROFESSIONAL CLASSIFICATIONS

CLASSIFICATION TITLE	CLASSIFICATION NUMBER
Audiologist	4571889
Behavioral Therapist	4791299
Case Manager	7441434
Child Life Specialist	4651290
CHS Behavioral Health Discharge Coordinator	2786
Clinical Documentation Coordinator	T03
Clinical Hospital Pharmacist	8641490
Clinical Management Specialist	5201320
Clinical Pharmacist Specialist	4881305
Clinical Practice Pharmacist	4871304
Clinical Psychologist I	4641286
Clinical Psychologist II	4621287
Clinical Rehabilitation Services Counselor	4481275
Clinical Social Worker	4551281
Clinical Staff Pharmacist	2218
Community Mental Health Counselor 2	5831356
Community Mental Health Counselor 3	5841357
Community Mental Health Counselor 4	5851358
Community Mental Health Intensive Therapeutic On Site Services Counselor	6162011
Community Mental Health Team Leader	6141371
Community House Physician	8881509
Dietitian I	7041419
Dietitian II	7021420
Emergency Department Clinical Hospital Pharmacist	2586
Enrollment Specialist	5292419
Forensic Case Manager	2550
Forensic Therapist	2549
Health Educator	4341264
Healthcare Infection Control Specialist	5241322

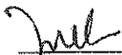
CLASSIFICATION TITLE	CLASSIFICATION NUMBER
<u>HMO Clinical Case Manager</u>	<u>2561</u>
Hospital Staff Pharmacist	<u>4891306</u>
<u>Jail Diversion Corrections Specialist</u>	<u>2653</u>
<u>Laboratory Information Systems Analyst</u>	<u>2308</u>
Licensed Clinical Social Worker	<u>4571283</u>
Licensed Mental Health Counselor	<u>4501277</u>
Managed Care Facilitator	<u>7851453</u>
Managed Care Quality Improvement Specialist	<u>5361988</u>
<u>Medicaid Specialist</u>	<u>1326</u>
Medical Records Practitioner	<u>5121317</u>
Medical Technologist I	<u>3111182</u>
Medical Technologist II	<u>3121183</u>
<u>Music Therapist</u>	<u>2748</u>
Nuclear Medical Technologist I	<u>3611213</u>
Nuclear Medical Technologist II	<u>3621214</u>
Occupational Therapist I	<u>4711294</u>
Occupational Therapist II	<u>4721295</u>
<u>Oncology Clinical Hospital Pharmacist</u>	<u>2587</u>
<u>Peer Review Coordinator</u>	<u>2736</u>
<u>PET/CT Technologist, Outpatient Imaging Clinic</u>	<u>1955</u>
Pharmacist I	<u>4931310</u>
Physical Therapist I	<u>4311262</u>
Physical Therapist II	<u>4321263</u>
Physician Assistant	<u>8511483</u>
<u>Physician Assistant Cardiothoracic</u>	<u>2647</u>
Poison Information Specialist	<u>8951514</u>
<u>Quality Performance Improvement Analyst</u>	<u>2572</u>
Recreation Therapist	<u>4171250</u>
<u>Senior Laboratory Information Systems Analyst</u>	<u>2309</u>
<u>SFAN Care Counselor</u>	<u>2450</u>
Sign Language Interpreter	<u>8541485</u>
Social Worker I	<u>4511278</u>
<u>Social Worker II/AIDS Coordinator</u>	<u>2436</u>

MCC
TA PHT

85

WMB
SEIU TA

CLASSIFICATION TITLE	CLASSIFICATION NUMBER
Social Worker II	4521279
Speech & Hearing Clinician	4391268
Stroke Case Manager	2674
Stroke Social Worker	2673
Training Specialist I	4241875
Training Specialist II	4222186
Transplant Clinical Hospital Pharmacist	2588
Transplant Social Worker	2462
Vocational Counselor	4371267


TA PHT

84


SBIU TA

APPENDIX B REASSIGNMENT PROCEDURE

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

- 9) Meeting dates will be scheduled with the Divisional Vice President, the Department Director, Labor Relations and the Union to discuss the reassignment.
- 10) Appropriate available positions on the affected list will be frozen.
- 11) The Employer will notify the Union, in writing, of the affected unit(s); the affected employees by name, hospital-wide seniority date by classification; the appropriate available positions in the affected classification and, the effective date of reassignment.
- 12) The number of volunteers, in the affected classification(s), accepted from each affected unit(s) will not exceed the number of FTE's being reassigned from that unit. Volunteers from the affected unit(s) will be accepted on a hospital-wide seniority basis in the classification(s), providing licensure requirements for the position are met.
- 13) The volunteer reassignment process will generally be completed within two weeks of notification to the employee(s). Notification of involuntary reassignments will be completed within 72 hours of completion of the voluntary process.
- 14) Hospital-wide seniority in the classification(s) will prevail in the selection of the appropriate available positions.
- 15) The unit seniority of the affected employees shall be maintained and merged into one unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon the merged seniority.
- 16) This procedure will not be used in the layoff procedure of the collective bargaining agreement.

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

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

moved into contract

**APPENDIX B
PER DIEM PAY**

410 Pool Rates

JOB CODE	JOB TITLE	UNION CODE	EFFECT DATE	PAY GRADE	PAY RATE
1182	Medical Technologist 1	410	6/26/2011	10P	\$26.0000
1213	Nuclear Medicine Technologist 1	410	6/26/2011	10P	\$32.0000
1250	Recreation Therapist	410	6/26/2011	10P	\$27.0000
1262	Physical Therapist 1	410	5/1/2012	10P	\$43.0000
1263	Physical Therapist 2	410	5/1/2012	20P	\$43.0000
1268	Speech & Hearing Clinician	410	5/1/2012	10P	\$43.0000
1278	Social Worker 1	410	6/26/2011	10P	\$24.0000
1279	Social Worker 2	410	6/26/2011	20P	\$24.0000
1281	Clinical Social Worker	410	6/26/2011	10P	\$26.0000
1283	Licensed Clinical Social Worker	410	6/26/2011	10P	\$29.0000
1286	Clinical Psychologist 1	410	6/26/2011	10P	\$40.0000
1294	Occupational Therapist 1	410	5/1/2012	10P	\$43.0000
1295	Occupational Therapist 2	410	5/1/2012	20P	\$43.0000
1304	Clinical Practice Pharmacist	410	10/1/2013	10P	\$57.0000
1419	Dietitian 1	410	6/26/2011	10P	\$25.0000
1420	Dietitian 2	410	6/26/2011	20P	\$30.0000
1434	Case Manager	410	6/26/2011	10P	\$30.0000
1483	Physician Assistant	410	10/1/2013	10P	\$48.0000
1509	Community House Physician	410	6/26/2011	10P	\$26.0000
1514	Poison Information Specialist	410	6/26/2011	10P	\$26.0000
1955	PET/CT Technologist, Outpatient Imaging Clinic	410	6/26/2011	10P	\$32.0000
2436	Social Worker 1/AIDS Coordinator	410	6/26/2011	10P	\$24.0000
2462	Transplant Social Worker	410	12/1/2011	10P	\$26.0000
2549	Forensic Therapist	410	1/1/2013	10P	\$24.0000
2561	HMO Clinical Case Manager	410	4/1/2012	10P	\$30.0000
2572	Quality Performance Improvement Analyst	410	9/1/2012	10P	\$39.0000
2621	Outpatient Nurse Navigator	410	6/26/2011	10P	\$30.0000
2647	Physician Assistant Cardiothoracic	410	5/1/2013	10P	\$54.0000
2673	Stroke Social Worker	410	5/26/2013	10P	\$29.0000
2674	Stroke Case Manager	410	5/26/2013	10P	\$30.0000
2736	Peer Review Coordinator	410	5/26/2013	10P	\$40.0000
2786	CHS Behavioral Health Discharge Coordinator	410	1/1/2014	10P	\$29.0000

APPENDIX C SALARY SCHEDULE

APPENDIX C PROFESSIONALS BARGAINING UNIT STEP PROGRESSION CHART

Depending upon the maximum number of steps in each classification, the step progression shall be as follows:

MAXIMUM NUMBER OF STEPS:	4	5	9	10	11
STEP PROGRESSION	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 48 months Step 3 to Step 4 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 48 months Step 4 to Step 5 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 48 months Step 8 to Step 9 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 24 months Step 8 to Step 9 = 24 months Step 9 to Step 10 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 24 months Step 8 to Step 9 = 24 months Step 9 to Step 10 = 48 months Step 10 to Step 11 = 48 months

MAXIMUM NUMBER OF STEPS:	12	13	14	15	16
STEP PROGRESSION	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 24 months Step 8 to Step 9 = 24 months Step 9 to Step 10 = 24 months Step 10 to Step 11 = 48 months Step 11 to Step 12 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 24 months Step 8 to Step 9 = 24 months Step 9 to Step 10 = 24 months Step 10 to Step 11 = 24 months Step 11 to Step 12 = 36 months Step 12 to Step 13 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 24 months Step 8 to Step 9 = 24 months Step 9 to Step 10 = 24 months Step 10 to Step 11 = 24 months Step 11 to Step 12 = 36 months Step 12 to Step 13 = 36 months Step 13 to Step 14 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 24 months Step 8 to Step 9 = 24 months Step 9 to Step 10 = 24 months Step 10 to Step 11 = 24 months Step 11 to Step 12 = 36 months Step 12 to Step 13 = 36 months Step 13 to Step 14 = 48 months Step 14 to Step 15 = 48 months	Step 1 to Step 2 = 12 months Step 2 to Step 3 = 12 months Step 3 to Step 4 = 12 months Step 4 to Step 5 = 12 months Step 5 to Step 6 = 12 months Step 6 to Step 7 = 24 months Step 7 to Step 8 = 24 months Step 8 to Step 9 = 24 months Step 9 to Step 10 = 24 months Step 10 to Step 11 = 24 months Step 11 to Step 12 = 36 months Step 12 to Step 13 = 36 months Step 13 to Step 14 = 48 months Step 14 to Step 15 = 48 months Step 15 to Step 16 = 48 months

*The last two steps of the salary structure are longevity steps in recognition of years of service.

JOB TITLE	MOSES Technology 1	MOSES Technology 2	MOSES Technology 3	MOSES Technology 4	MOSES Technology 5	MOSES Technology 6	MOSES Technology 7	MOSES Technology 8	MOSES Technology 9	MOSES Technology 10	MOSES Technology 11	MOSES Technology 12	MOSES Technology 13	MOSES Technology 14	MOSES Technology 15	MOSES Technology 16
1	\$19,858	\$22,502	\$25,146	\$27,790	\$30,434	\$33,078	\$35,722	\$38,366	\$41,010	\$43,654	\$46,298	\$48,942	\$51,586	\$54,230	\$56,874	\$59,518
2	\$20,497	\$23,141	\$25,785	\$28,429	\$31,073	\$33,717	\$36,361	\$39,005	\$41,649	\$44,293	\$46,937	\$49,581	\$52,225	\$54,869	\$57,513	\$60,157
3	\$21,136	\$23,780	\$26,424	\$29,068	\$31,712	\$34,356	\$37,000	\$39,644	\$42,288	\$44,932	\$47,576	\$50,220	\$52,864	\$55,508	\$58,152	\$60,796
4	\$21,775	\$24,419	\$27,063	\$29,707	\$32,351	\$34,995	\$37,639	\$40,283	\$42,927	\$45,571	\$48,215	\$50,859	\$53,503	\$56,147	\$58,791	\$61,435
5	\$22,414	\$25,058	\$27,702	\$30,346	\$32,990	\$35,634	\$38,278	\$40,922	\$43,566	\$46,210	\$48,854	\$51,498	\$54,142	\$56,786	\$59,430	\$62,074
6	\$23,053	\$25,697	\$28,341	\$30,985	\$33,629	\$36,273	\$38,917	\$41,561	\$44,205	\$46,849	\$49,493	\$52,137	\$54,781	\$57,425	\$60,069	\$62,713
7	\$23,692	\$26,336	\$28,980	\$31,624	\$34,268	\$36,912	\$39,556	\$42,200	\$44,844	\$47,488	\$50,132	\$52,776	\$55,420	\$58,064	\$60,708	\$63,352
8	\$24,331	\$26,975	\$29,619	\$32,263	\$34,907	\$37,551	\$40,195	\$42,839	\$45,483	\$48,127	\$50,771	\$53,415	\$56,059	\$58,703	\$61,347	\$63,991
9	\$24,970	\$27,614	\$30,258	\$32,902	\$35,546	\$38,190	\$40,834	\$43,478	\$46,122	\$48,766	\$51,410	\$54,054	\$56,698	\$59,342	\$61,986	\$64,630
10	\$25,609	\$28,253	\$30,897	\$33,541	\$36,185	\$38,829	\$41,473	\$44,117	\$46,761	\$49,405	\$52,049	\$54,693	\$57,337	\$59,981	\$62,625	\$65,269
11	\$26,248	\$28,892	\$31,536	\$34,180	\$36,824	\$39,468	\$42,112	\$44,756	\$47,400	\$50,044	\$52,688	\$55,332	\$57,976	\$60,620	\$63,264	\$65,908
12	\$26,887	\$29,531	\$32,175	\$34,819	\$37,463	\$40,107	\$42,751	\$45,395	\$48,039	\$50,683	\$53,327	\$55,971	\$58,615	\$61,259	\$63,903	\$66,547
13	\$27,526	\$30,170	\$32,814	\$35,458	\$38,102	\$40,746	\$43,390	\$46,034	\$48,678	\$51,322	\$53,966	\$56,610	\$59,254	\$61,898	\$64,542	\$67,186
14	\$28,165	\$30,809	\$33,453	\$36,097	\$38,741	\$41,385	\$44,029	\$46,673	\$49,317	\$51,961	\$54,605	\$57,249	\$59,893	\$62,537	\$65,181	\$67,825
15	\$28,804	\$31,448	\$34,092	\$36,736	\$39,380	\$42,024	\$44,668	\$47,312	\$49,956	\$52,600	\$55,244	\$57,888	\$60,532	\$63,176	\$65,820	\$68,464
16	\$29,443	\$32,087	\$34,731	\$37,375	\$40,019	\$42,663	\$45,307	\$47,951	\$50,595	\$53,239	\$55,883	\$58,527	\$61,171	\$63,815	\$66,459	\$69,103

JOB TITLE	Oct 02	Case Repor	MS-Care Facility	Production Support	System Support	Chiropractor/Physical Therapist	Community Health Worker	Program/Intervention Specialist	Training Specialist	Address	MSCT Referrals/Community Care	MS-Quality Improvement Specialist	Chiropractor/Physical Therapist	Inventory Control System	Financials/Accounts Payable	Recruitment Specialist	Special Projects
1	320.4376	327.1243	327.1243	329.7117	328.1041	322.2873	320.0954	321.1692	320.4726	327.3148	327.0044	326.3342	320.0179	320.0000	326.3373	324.0	326.2948
2	321.2758	323.2625	323.2625	341.3745	327.2035	324.8380	320.8881	324.425	321.3233	328.4520	323.0784	327.4402	322.1183	323.7157	323.5278	323.5610	323.4807
3	322.1905	323.4925	323.4925	343.1175	323.2428	325.8911	324.8183	325.1923	322.2283	323.6574	323.2876	323.5927	324.8973	323.6683	323.7879	327.6956	321.3613
4	323.1226	323.8875	323.8875	344.0285	323.3333	323.2805	322.7549	323.2123	323.1919	323.6390	323.6701	323.7938	325.0982	327.8984	322.0602	323.4189	322.2481
5	324.0883	321.8784	321.8784	343.8165	323.7737	322.6683	323.9886	327.3133	324.1347	322.2010	323.8880	321.0450	323.9472	322.7618	323.4057	323.1625	323.1823
6	325.1467	323.3184	323.3184	348.7877	322.0282	324.6949	324.6949	324.4510	325.1403	323.6534	324.2777	322.3488	320.2826	320.2826	324.8108	323.5985	324.1622
7	323.1832	324.7188	324.7188	323.6305	323.4130	323.4130	323.7216	323.6358	323.2349	324.6526	323.7773	323.7016	321.6503	321.6503	322.2718	323.8386	321.6707
8	327.2888	324.1770	324.1770	322.8884	324.0183	324.0183	323.8046	323.8046	327.3882	324.4311	325.2175	323.8232	322.9827	322.9827	327.7582	321.7187	323.2279
9	323.4088	327.8824	327.8824	345.1870	323.2768	323.2768	327.2275	322.1988	323.4450	327.6912	323.7808	323.5924	324.8784	324.8784	329.2824	322.2657	327.2888
10	323.5567	323.2737	323.2737	327.7591	322.8223	322.8223	323.0004	321.5322	323.6470	323.5555	324.4094	323.1335	323.2223	323.2223	321.2067	323.6780	323.4773
11	323.5285	323.9284	323.9284	323.8938	323.8938	323.8938	323.4483	323.8914	323.8221	321.2188	322.088	323.7372	327.2528	327.2528	322.7633	324.8551	323.8734
12	323.1351	322.8483	322.8483	341.0444	321.0444	321.0444	323.4257	323.4257	323.1885	322.9480	324.3782	322.8570	323.9445	323.9445	324.8392	323.8979	323.8979
13	324.4338	324.5067	324.5067	342.8233	324.8233	324.8233	323.7607	327.3148	324.7344	325.5347	325.5347	322.8570	320.5381	320.5381	323.4275	327.2148	323.6230
14															323.7775		
15															324.0089		
16															322.2284		

APPENDIX D INSURANCE PLANS

Health Insurance HMO Coverage Summary

	Plan		
	High HMO Plan	Select Network	Proposed Jackson First
Deductibles	N/A	N/A	N/A
Outpatient Physician Services:			
PCP Copay	\$15	\$15	\$0
Specialist Copay	\$30	\$30	\$0
Preventive Services	\$0	\$0	\$0
Pediatrician	\$15	\$15	\$0
Routine Physical	\$0	\$0	\$0
Obstetrical/Gynecological	\$30	\$30	\$0
Maternity	\$30	\$30	\$0
Preventive Mammogram/Pap Smears	\$0	\$0	\$0
Urgent Care Copay	\$25 In Network/\$50 Out	\$25 In Network/\$50 Out	\$25 In Network/\$50 Out
ER Copay	\$25/ Waived if Admitted	\$25/ Waived if Admitted	\$25/ Waived if Admitted
OP Surgery Copay	\$0	\$0	\$0
Rx Copay (2x Mail order)**	\$15/\$25/\$35	\$15/\$25/\$35	\$15/\$25/\$35
Drug and Alcohol Treatment:			
Inpatient	\$0	\$0	\$0
Outpatient	\$15	\$15	\$0
Mental and Nervous Disorders:			
Inpatient	\$0	\$0	\$0
Outpatient	\$15	\$15	\$0
Durable Medical Equipment (DME)	\$50	\$50	\$50

Notes: Hospitalization in all plans -- Benefits payable at 100% at respective participant's cost.
** \$0 copays for generic medications under Jackson First Plan for employees using JHS pharmacy.

8/26/14 DRAFT

Full
TA PHT

94

MM
SEIU TA

Jackson First (HMO) Chart

Visit our website at www.avmed.org/jhs

Jackson First (HMO)	
COVERAGE PLAN DESCRIPTION	HMO plan offered to Jackson Health System employees, covered dependents and retirees under age 65 who reside in Miami-Dade, Broward and Palm Beach counties. Members who enroll in the Jackson First HMO plan must receive all medical care except for emergency and urgent care services through a contracted Jackson First network provider.
DEDUCTIBLES/CO-PAYMENTS	CO-PAYMENTS No co-payments and/or deductibles for primary care physician or specialist services in the network. For services performed out of network, the member will be responsible 100%; \$25 co-payment Emergency Room (waived if admitted); \$25/\$50 co-payment Urgent Care. \$15/\$25/\$35 prescription for 30-day supply based on formulary; \$0 co-payment for Generics drugs at Jackson Pharmacy; \$30/\$50/\$70 Mail order prescriptions available for 90-day supply based on formulary.
PHYSICIANS	Access any primary care physician or specialist from the Jackson First HMO Network. Members are encouraged but not required to select a primary care physician. Covered family members may choose their own primary care physician.
A. IN-HOSPITAL PHYSICIAN SERVICES Surgery/Visits and Consultations Anesthesiologist	Benefits payable at 100% when received at participating hospitals (Jackson Health System) and rendered by participating physicians.
B. OUT-PATIENT PHYSICIAN SERVICES PCP Office Visits Specialist Office Visits Preventive Services Pediatrician Routine Physical Obstetrical/Gynecological Maternity Preventive Services Mammogram/Pap Smears	No charge No charge No charge No charge No charge No charge No charge No charge
HOSPITALIZATION	Benefits payable at 100% at Jackson Health System.
HOSPITAL/SURGICAL REQUIREMENTS Pre-certification of hospital confinements	Handled by admitting physician.
DRUG & ALCOHOL TREATMENT Inpatient Outpatient	No charge No charge
MENTAL & NERVOUS DISORDERS Inpatient Outpatient	No charge No charge
OTHER SERVICES Ambulance Vision	No charge when pre-authorized or in case of emergency. Coverage provided for diseases of the eye and/or injuries to the eye. Eye exams for children under age 18 covered 100%.
PRESCRIPTION DRUGS	\$15 Generic/\$25 Brand/\$35 Non-Preferred for 30 day supply, including prescription contraceptives, at participating pharmacies nationwide. If member/physician select Brand when Generic is available, member pays difference in cost plus Brand co-payment. See plan literature for other participating pharmacies. Mail order: 2x co-pay for 90-day supply. Generic contraceptives will be no charge. No charge for generic medications under the Jackson First Plan for employee using the Jackson Pharmacy.
DURABLE MEDICAL EQUIPMENT (DME)	\$50 co-payment per episode of illness. Please refer to brochure for limitations and restrictions.
OUT OF AREA 1) Emergency 2) Non-Emergency	\$25 co-pay, waived if admitted, 100% thereafter; \$25/\$50 urgent care center co-pay. Not covered if provider is out of network.

* The copayment is not collected for prescriptions for controlled substances received inpatient, please see the Summary of Benefits & Coverage (SBC) Attachment for details on this network.

du
TA PHT

95

MP
SEIU-TA

Select (HMO) Chart

Visit our website at www.avmed.org/jhs

SELECT (HMO)	
COVERAGE PLAN DESCRIPTION	HMO plan offered to JHS employees, covered dependents and retirees under 65 who reside in Miami-Dade, Broward and Palm Beach counties. Members who enroll in the Select Network plan must receive all medical care except for emergency and urgent care services through an AvMed contracted JHS Select Provider Network.
DEDUCTIBLES/CO-PAYMENTS	CO-PAYMENTS: \$15 Primary Care Physician/\$30 Specialty office visit/services. 100% Hospital admission coverage - no co-payment. \$25 co-payment Emergency Room (waived if admitted). \$25/\$50 co-payment Urgent Care. \$15/\$25/\$35 prescription for 30-day supply based on formulary. \$30/\$50/\$70 Mail order prescription available for 90-day supply based on formulary.
PHYSICIANS	Access any primary care physician or specialist from the Select Network. Members are encouraged but not required to select a primary care physician. Covered family members may choose their own primary care physician.
A. IN-HOSPITAL PHYSICIAN SERVICES Surgery/Visits and Consultations Anesthesiologist	Benefits payable at 100% when received at participating AvMed Select JHS hospitals and rendered by participating physicians.
B. OUT-PATIENT PHYSICIAN SERVICES PCP Office Visits Specialist Office Visits Preventive Services Pediatrician Routine Physical Obstetrical/Gynecological Maternity Preventive Services Man/Grand/Pop Services	\$15 co-payment/visit \$30 co-payment/visit No charge \$15 co-payment/visit No charge \$30 co-payment/visit \$30 co-payment/visit; subsequent visits no charge No charge
HOSPITALIZATION	Benefits payable at 100%. *Please confirm provider has hospital privileges at a Select JHS participating hospital.
HOSPITAL/SURGICAL REQUIREMENTS Recertification of hospital confinements	Handled by admitting physician.
DRUG & ALCOHOL TREATMENT Inpatient Outpatient	No charge \$15 per visit
MENTAL & NERVOUS DISORDERS Inpatient Outpatient	No charge \$15 per visit
OTHER SERVICES Audiolance Vision	No charge when pre-authorized or in case of emergency. Coverage provided for cataracts of the eye and/or injuries to the eye. Eye exams for children under age 18 covered 100% after \$15 co-payment. AvMed offers adult vision discounts through a preferred network of providers listed in the Provider Directory. Eye exams, glasses, contact lenses not covered.
PRESCRIPTION DRUGS	\$15 Generic/\$25 Brand/\$35 Non-Preferred for 30 day supply, including prescription contraceptives, at participating pharmacies nationwide. If member/physician select brand when Generic is available, member pays difference in cost plus Brand co-payment. See plan literature for other participating pharmacies. Mail order: 2x co-pay for 90-day supply. Generic contraceptives will be no charge.
DURABLE MEDICAL EQUIPMENT (DME)	\$50 co-payment per episode of illness. Please refer to brochure for limitations and restrictions.
OUT OF AREA 1) Emergency 2) Non-Emergency	\$25 co-pay, waived if admitted, \$25 participating urgent care, \$50 non-participating urgent care, 100% thereafter. Not covered if provider is out of network.

* This comparison chart is intended for general informational purposes only. It does not constitute a contract. Please refer to the Summary of Benefits & Coverage (SBC) for complete details. Coverage is subject to change without notice. © 2017 AvMed. All rights reserved.


TA PHT

96


SEIU TA

Standard (HMO) Chart

Visit our website at www.avmed.org/jhs

	Standard (HMO)
COVERAGE PLAN DESCRIPTION	AvMed offers Jackson Health System employees, covered dependents and retirees under age 65 "in referral" access to an expanded network of providers in the state of Florida. In addition, AvMed offers a nationwide network for those residing outside of the service area. The plan provides 100% benefits for covered charges, after applicable co-payments. Members are encouraged, but not required, to select a primary care physician. AvMed offers Member Service, Nurse on Call hot lines, discounted health and wellness programs, discounted Mail Order Prescriptions and more.
DEDUCTIBLES/CO-PAYMENTS	CO-PAYMENTS \$15 Primary Care Physician/\$30 Specialty office visit/services. 100% Hospital admission coverage - no co-payment, \$25 co-payment Emergency Room (waived if admitted), \$25/\$50 co-payment Urgent Care. \$15/\$25/\$35 prescription for 30-day supply based on formulary, \$30/\$50/\$70 Mail order prescription available for 90-day supply based on formulary
PHYSICIANS	Access any primary care physician or specialist from the Elite Access Network. Members are encouraged but not required to select a primary care physician. Covered family members may choose their own primary care physician.
A. IN-HOSPITAL PHYSICIAN SERVICES Surgery/Visits and Consultations Anesthesiologist	Benefits payable at 100% when received at participating hospitals and rendered by participating physician.
B. OUT-PATIENT PHYSICIAN SERVICES PCP Office Visits Specialist Office Visits Preventive Services Podiatry Routine Physical Obstetrical/Gynecological Maternity Preventive Services Mammogram/Pap Smears	\$15 co-payment/visit \$30 co-payment/visit No charge \$15 co-payment/visit No charge \$30 co-payment/visit \$30 co-payment/visit; subsequent visits no charge No charge
HOSPITALIZATION	Benefits payable at 100%.
HOSPITAL/SURGICAL REQUIREMENTS Prerequisite of hospital confinements	Handled by admitting physician.
DRUG & ALCOHOL TREATMENT Inpatient Outpatient	No charge \$15 per visit
MENTAL & NERVOUS DISORDERS Inpatient Outpatient	No charge \$15 per visit
OTHER SERVICES Ambulance Vision	No charge when pre-authorized or in case of emergency. Coverage provided for diseases of the eye and/or injuries to the eye. Eye exams for children under age 18 covered 100%, after \$15 co-payment. AvMed offers adult vision discounts through a preferred network of providers listed in the Provider Directory. Eye exams, glasses, contact lenses not covered.
PRESCRIPTION DRUGS	\$15 Generic/\$25 Brand/\$35 Non-Preferred for 30 day supply, including prescription contraceptives, at participating pharmacies nationwide. If member/physician select Brand when Generic is available, member pays difference in cost plus Brand co-payment. See plan literature for other participating pharmacies. Mail order: 2x co-pay for 90-day supply. Generic contraceptives will be no charge.
DURABLE MEDICAL EQUIPMENT (DME)	\$50 co-payment per episode of illness. Please refer to brochure for limitations and restrictions.
OUT OF AREA 1) Emergency 2) Non-Emergency	\$25 co-pay waived if admitted, \$25 participating urgent care, \$50 non-participating urgent care, 100% thereafter. Not covered if provider is out of network.

* This comparison chart is provided for general information only. It does not constitute a contract. Please refer to the Summary of Benefits & Coverage (SBC) which is the final benefit contract.

Mick
 TA PHT

97

WJ
 SEIU TA

AvMed (POS) Chart

This plan also is referred to as a point of service plan for purposes of this summary. It is a self-funded plan.
 Visit our website at www.avmed.com for more information.

FLORIDA	
COVERAGE PLAN DESCRIPTION	AvMed offers Jackson Health System employees, covered dependents and retirees under age 65 "no referral" access to an expanded network of providers in the state of Florida. In addition, AvMed offers a nationwide network for those residing outside of the service area. The plan provides 100% benefits for covered charges, after applicable co-payments. Members are encouraged, but not required, to select a primary care physician. AvMed offers Member Service, Nurse on Call hot lines, discounted health and wellness programs, discounted Mail Order Prescriptions and more.
DEDUCTIBLES/CO-PAYMENTS	CO-PAYMENTS \$15 Primary Care Physician/\$30 Specialist office visit, 100% Hospital admission coverage - no co-pay, \$50 Emergency Room (received if admitted) \$15/\$25/\$35 Prescriptions for 30 day supply Mail Order: \$10/\$20/\$30 for 90 day supply
PHYSICIANS	Access any primary care physician or specialist from the Elite Access Network. Members are encouraged but not required to select a primary care physician. Covered family members may choose their own primary care physician.
A. IN-HOSPITAL PHYSICIAN SERVICES Surgery/Vision and Consultations Anesthesiologist	Benefits payable at 100% when received at participating hospitals and rendered by participating physicians.
B. OUT-PATIENT PHYSICIAN SERVICES F.C.P. Office Visits Specialist Office Visits Preventive Services Podiatry Respiratory Obstetric/Gynecology & Maternity Diagnostic Services Management Physical Services	\$15 co-payment Adult \$30 co-payment Adult No charge \$15 co-payment Adult No charge \$30 co-payment Adult \$30 co-payment Adult; subsequent visits no charge No charge.
HOSPITALIZATION	Benefits payable at 100% at affiliated hospitals when admitted with FCP authorization. For a full list of participating hospitals please visit www.avmed.org/go/mh/hit .
HOSPITAL/SURGICAL REQUIREMENTS Pre-authorization of hospital requirements	Handled by admitting physician.
DRUG & ALCOHOL TREATMENT Inpatient Outpatient	No charge \$15 per visit
MENTAL & NERVOUS DISORDERS Inpatient Outpatient	No charge \$15 per visit
OTHER SERVICES Ambulance Vision	No charge when pre-authorized or in case of emergency. Coverage provided for diseases of the eye and/or injuries to the eye. Eye exams for children under age 18 covered 100%, after \$15 co-payment. AvMed offers adult vision discounts through a preferred network of providers listed in the Provider Directory. Eye exams, glasses, contact lenses not covered.
PRESCRIPTION DRUGS	\$15 Generic/\$25 Preferred Brand/\$35 Non-Preferred Brand prescriptions for 30 day supply including prescription contraceptives at participating pharmacies nationwide. See plan literature for participating pharmacies. Mail order: 2x co-pay for 90-day supply. Generic, contraceptives will be no charge.
DURABLE MEDICAL EQUIPMENT (DME)	DME and Chiropractic covered at 100%. External prosthetic appliance - No charge after \$200 deductible per contract year.
OUT OF AREA: 1) Emergency 2) Non-Emergency	\$50 co-pay, waived if admitted/100% thereafter. Out of network applies; 70% of maximum allowable payment (MAP) after deductible is met.

98

AvMed (POS) Chart

This plan allows you to use both in and out of network providers. For purposes of this document, the term will be discussed as provided.
 *Member is responsible for any out-of-network copayments.

	OUT OF NETWORK
COVERAGE PLAN DESCRIPTION	A fee for service program that provides you the freedom to use any physician or accredited hospital of your choice outside of the network. Payments are based on maximum allowable payment (MAP) charges. Providers who do not participate in the network may balance bill you for the amount which exceeds MAP. Coverage is subject to deductibles and co-insurance.
DEDUCTIBLES/CO-PAYMENTS	\$100 per individual; \$500 per family; \$50 Emergency Room Co-payment (waived if admitted) Same in-network prescription benefits apply if participating pharmacy is used. Benefits payable at 70% of coinsurance after deductible is met.
PHYSICIANS	Choose any licensed physician covered charges payable at MAP after deductible is met.
A. IN-HOSPITAL PHYSICIAN SERVICES Surgeries/Vitals and Consultations Anesthesiologist	30% coinsurance after deductible.
B. OUT-PATIENT PHYSICIAN SERVICES Office Visits for Illness Office Visits for Injury Diagnostic X-Rays, Lab Tests X-Ray Treatments Dentist/Janitor 1) Medically Necessary 2) Preventive Care (Birth through age 15 (A-W-H-Info)) Routine Preventive Care for children and adults Obstetric and Gynecological	Plan pays 70% coinsurance, after deductible is met. Plan pays 70% coinsurance, after deductible is met. Plan pays 70% coinsurance, after deductible is met. 1) 70% of MAP, after deductible is met. 2) Plan pays 70% of MAP, after deductible is met. Plan pays 70% coinsurance, after deductible is met. Plan pays 70% coinsurance, after deductible is met.
HOSPITALIZATION	Plan pays 70% coinsurance, after deductible is met. Plan must be notified within 24 hours after date of admission.
HOSPITAL/SURGICAL REQUIREMENTS Pre-certification of hospital confinements	Pre-certification is required.
DRUG & ALCOHOL TREATMENT Inpatient Outpatient	Plan pays 70% coinsurance, after deductible is met.* Plan pays 70% coinsurance, after deductible is met.*
MENTAL & NERVOUS DISORDERS Inpatient Outpatient	Plan pays 70% coinsurance, after deductible is met.* Plan pays 70% coinsurance, after deductible is met.*
OTHER SERVICES Audiology Vision	Plan pays 70% coinsurance, after deductible is met. Coverage provided for diseases and/or injuries of the eye subject to deductible/coinsurance.
PRESCRIPTION DRUGS	\$15 Generic Drug/\$25 Preferred Brand/\$35 Non-Preferred Brand up to a 30 day supply at any participating network pharmacy. 90 day supply at Mail Order available for 28 co-payment. Generic contraceptives no charge. See plan literature or visit website for more information.
DURABLE MEDICAL EQUIPMENT (DME)	Plan pays 70% of MAP after deductible for DME and orthotics. External prosthetic appliance not covered out of network.
OUT OF AREA 1) Emergency 2) Non-emergency	100% after \$50 co-payment, waived if admitted (worldwide). Plan pays 70% coinsurance, after deductible is met.

The company does not discriminate in its health care benefits on the basis of race, gender, age, religion, or national origin. The company also does not discriminate in its health care benefits on the basis of marital status, sexual orientation, or ancestry. The company also does not discriminate in its health care benefits on the basis of disability. The company also does not discriminate in its health care benefits on the basis of genetic information. The company also does not discriminate in its health care benefits on the basis of any other characteristic protected by law. The company also does not discriminate in its health care benefits on the basis of any other characteristic protected by law.

MUC
TA PHT

99

MB
SEIU TA

TA PHT

100

SEIU TA

Healthcare Premium Comparison

Plan	Plans	Current 2014		Proposed 2015		Rate Change	
		Biweekly Premium	Tier	Biweekly Premium	Tier	Biweekly Difference	Annual Difference
High HMO	Employee Only	\$ -		\$ 50.00		\$ (50.00)	\$ (1,300.00)
	Employee + Spouse	\$ 208.55		\$ 208.55		\$ -	\$ -
	Employee + Child(ren)	\$ 180.17		\$ 180.17		\$ -	\$ -
	Family	\$ 287.77		\$ 287.77		\$ -	\$ -
POS	Employee Only	\$ 14.90		\$ 75.00		\$ (60.10)	\$ (1,562.00)
	Employee + Spouse	\$ 344.54		\$ 344.54		\$ -	\$ -
	Employee + Child(ren)	\$ 285.86		\$ 285.86		\$ -	\$ -
	Family	\$ 595.59		\$ 595.59		\$ -	\$ -
Select HMO	Employee Only	\$ -		\$ -		\$ -	\$ -
	Employee + Spouse	\$ 165.99		\$ 165.99		\$ -	\$ -
	Employee + Child(ren)	\$ 140.93		\$ 140.93		\$ -	\$ -
	Family	\$ 236.11		\$ 236.11		\$ -	\$ -
Low HMO	Employee Only	\$ -		\$ -		\$ -	\$ -
	Employee + Spouse	\$ 196.42		\$ 196.42		\$ -	\$ -
	Employee + Child(ren)	\$ 169.85		\$ 169.85		\$ -	\$ -
	Family	\$ 271.36		\$ 271.36		\$ -	\$ -
New Option Jackson First	Employee Only	\$ -		\$ -		\$ -	\$ -
	Employee + Spouse	\$ 120.00		\$ 120.00		\$ 80.35	\$ 2,077.40
	Employee + Child(ren)	\$ 105.00		\$ 105.00		\$ 75.17	\$ 1,954.42
	Family	\$ 160.00		\$ 160.00		\$ 127.77	\$ 3,255.02

* Rate comparison for Jackson First was compared to our existing High Option HMO plan 2014 rates (plan with the greatest number of employees enrolled).

DRAFT

Employee Health Benefits – Jackson First Plan Option

Description:

Eligible Jackson Health System employees will be given the option of enrolling in the Jackson First health insurance plan, in addition to the current available options. This would be a voluntary election, available to any benefits eligible employee, and their respective dependents. This plan would be a more affordable healthcare option for dependent coverage with a plan limited to only JHS facilities.

The Jackson First Plan can be a meaningful and attractive alternative to those employees who are unable to cover their families under the current health plan offerings. This plan will create a new source of savings with efficiency shifts in employee behavior. It will also increase utilization of Jackson excess capacity and generate incremental margin at Jackson to help ensure sustainability.

Advantages to Employees:

This new plan would help reduce the burden of healthcare costs on Jackson employees, by offering lower dependent rates and a Jackson-only network. With this proposed plan, we anticipate that dependent rates will be approximately 42 percent lower than our existing High Option HMO (plan with the greatest number of employees enrolled).

There would also be no co-pays and/or deductible for services performed at Jackson facilities (except emergency care which would mirror the other HMO plan co-pays) or by any AvMed physician with admitting privileges at Jackson Health System. Additionally, there would be no pharmacy copays for generic medications for employees using a JHS pharmacy.

Employees who enroll in Jackson First will also have access to Jackson First Fast Track Healthcare Concierge as described below.

Jackson First Fast Track Healthcare Concierge:

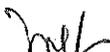
The Jackson First Fast Track Healthcare Concierge ("Fast Track") is the personal contact and adviser for Jackson First Plan members and dependents. This Concierge team will have the ability to link employees to JHS staff physicians and assist with making and expediting appointments. Fast Track consists of a knowledgeable team with excellent customer service and extensive access to help navigate members' healthcare needs through the Jackson First network. Employees can call direct and speak to the Fast Track representative regarding facilitating access to comprehensive medical services with JHS providers. Services provided to members include:

- Finding a network provider
- Scheduling appointments with medical professionals at JHS facilities
- Coordinating specialty and/or hospital care

- Answering questions related to any services at JHS facilities
- Follow up on member experience

The Jackson First Fast Track Healthcare Concierge is an efficient way for members to maximize time at both work and home while receiving excellent customer service from a well-trained health advocate, providing guidance and access to world class medical care.

This service will also enable JHS to monitor and review member feedback, and follow through on the patient experience to identify opportunities for enhancement within our system.


TA PHT

102


SEIU TA

SIDE LETTER 1 - STATUSES NOT COVERED BY THE COLLECTIVE BARGAINING AGREEMENT

The parties agree that employees in the following statuses are not full-time or regular part-time and therefore are not members of this bargaining unit or covered by the collective bargaining agreement.

Temporary
Trainee
Emergency
Substitute
Acting
On-call/Pool
Temporary Relief
Students

SIDE LETTER 2 - PHARMACISTS

In connection with the classifications of Clinical Practice Pharmacist, Clinical Pharmacist Specialist and Hospital Clinical Pharmacist, the Department of Pharmacy agrees to:

1. Offer modular based, competency assessed, staff development programs that are tied to practice improvement opportunities in each pharmacy area, including but not limited to national certifications.
2. Consistent with assuring necessary support for patient care, Pharmacy Services will attempt to provide flexible schedules to meet the needs of employees in educational programs.
3. Create a Labor Management Committee to assist in reviewing and monitoring the pharmacy career ladder and educational programs.
4. In accordance with the collective bargaining agreement, give priority to promotions from within, thereby providing all employees with the opportunity to aspire to higher level positions within the PHT's operations.
5. In so far as patient needs, improved automation and efficiency allows, the department will make reasonable efforts to provide clinical non-dispensing time in classification of Clinical Practice Pharmacist.

SIDE LETTER 3 - SOCIAL WORKERS

The parties will meet in a Labor-Management Committee to address issues of specific concern to social workers, including, but not limited to, a career ladder, licensure, and other related matters.

SIDE LETTER 4 - MEDICAL TECHNOLOGISTS


TA PHT

103


SEIU TA

The parties will meet in a Labor Management Committee to address issues of specific concern to Medical Technologists, including, but not limited to, a career ladder and other related matters.

SIDE LETTER 5 - DIETITIANS

The parties will meet in a Labor Management Committee to address issues of specific concern to Dietitians, including, but not limited to, a career ladder and other related matters.

SIDE LETTER 6 - NUCLEAR MEDICAL TECHNOLOGISTS

The parties will meet in a Labor-Management Committee to address issues of specific concern to nuclear Medical technologists, including, but not limited to, a career ladder and other related matters.

SIDE LETTER 7 - MEDICAL RECORDS PRACTITIONER

The parties will meet in a Labor-Management Committee to address issues of specific concern to Medical Record Practitioners, including, but not limited to, a career ladder and other related matters.

SETTLEMENT AGREEMENTS AND MEMORANDA OF UNDERSTANDING

Sustainability/Joint Efficiency

DELETED

Mull
TA PHT

105

WB
SEIU TA

**Clinical Practice Pharmacists and Clinical Hospital Pharmacists
AGREEMENT**

This Agreement is entered into by and between the Public Health Trust/Jackson Memorial Hospital (hereafter "PHT") and the Service Employees International Union, Local 1991, (hereafter SEIU - Local 1991) and on this 19TH day of July, 2006.

PURSUANT to the Side Letter Agreement that the PHT would meet with SEIU, Local 1991 and Clinical Practice Pharmacists and Clinical Hospital Pharmacists to address issues of specific concern including but not limited to on-call pay, rates for shifts worked as Clinical Practice Pharmacists, 7 days on/7 days off schedules, and the Clinical Practice Promotion Test and other related matters, and

WHEREAS, the parties mutually agree to the terms outlined below, which are in addition to those benefits already specified by the 2005-2008 collective bargaining agreement.

IT IS THEREFORE agreed that effective July 30, 2006:

EXTRA SHIFT PAY

1. The PHT agrees to increase the extra shift pay for Clinical Hospital Pharmacists working as Clinical Practice Pharmacists as indicated below.

4 Hours	\$240.00
4.5 Hours	\$270.00
5 Hours	\$300.00
5.5 Hours	\$330.00
6 Hours	\$360.00
6.5 Hours	\$390.00
7 Hours	\$420.00
7.5 Hours	\$450.00
8 Hours	\$480.00
8.5 Hours	\$510.00
9 Hours	\$540.00
9.5 Hours	\$570.00
10 Hours	\$600.00
10.5 Hours	\$630.00
11 Hours	\$660.00
11.5 Hours	\$690.00
12 Hours	\$720.00

2. Clinical Hospital Pharmacists are eligible for shift and weekend differentials when working extra shift pay.

7 DAYS ON / 7 DAYS OFF SCHEDULE

1. The PHT agrees that Clinical Practice Pharmacists who are scheduled to work 10 hour shifts of 7 days on / 7 days off shall be paid for 70 hours per pay period and will accrue and receive all benefits and rights as full time employees.
2. The hourly rate for these employees will be compensable to their salary as though the employees were working 80 hours in a pay period.
3. Employees are eligible to receive shift and weekend differentials.
4. Overtime will be based on hours worked over 40 hours a week.
5. Advancement for merit increases will be based on twelve months or the equivalent number of hours.
6. Personal leave accruals will be based on 80 hours a pay period.
7. The parties agree that the PET reserves the right to establish the number of employees to work this schedule or to eliminate any or all of these shifts upon providing thirty (30) days notice.
8. The parties agree this is a one time non-precedent setting agreement for the Clinical Practice Pharmacist classification only.

ON-CALL PAY

1. The PHT agrees to pay Clinical Hospital Pharmacists \$250.00 per week for compensation for being available on twenty-four (24) hours pager for those weeks they carry the beeper.
2. The Clinical Hospital Pharmacist is not eligible to receive shift or weekend differentials when assigned on-call responsibilities.
3. The PHT agrees to pay a one-time \$250.00 bonus to Clinical Hospital Pharmacists who worked on-call responsibilities for any full week assignment in the period January 1, 2006 to July 30, 2006.

TEST REQUIREMENT

The parties agree that the test requirement for Clinical Practice Pharmacists hired after January 1, 2004 will be eliminated.

The parties agree this constitutes the full and complete Agreement. This Agreement sets no precedent between the parties.

DATED THIS _____ day of _____, 2006.

Public Health Trust/Jackson Memorial Hospital

Danny L. Curry 11-22-06
Date
Director

Employee/Labor Relations & Workforce Compliance

Diane Mass 11/22/06
Date
D. Jane Mass
Senior Vice President
Chief Nursing Officer

Service Employees International Union,
Local 1991

Judy Davis 11-17-06
Date
Judy Davis
Senior Representative
SEIU, Local 1991

Mardis Baker 11-17-06
Date
Mardis Baker, RN
President
SEIU, Local 1991

Grant
Funded

**SETTLEMENT AGREEMENT BETWEEN SEIU-PROFESSIONALS AND
JACKSON HEALTH SYSTEM/PUBLIC HEALTH TRUST (JHS/PHT)**

This Agreement is entered into this 13th day of August 2010 by and between Jackson Health System/Public Health Trust of Miami-Dade County ("JHS/PHT"), Service Employees International Union Local 1991 ("SEIU").

WHEREAS, a grievance and/or arbitration has arisen under the current collective bargaining agreement by and between Service Employees International Union, Local 1991 and the Jackson Health System/Public Health Trust of Miami-Dade County, case titled SEIU Local 1991 and Jackson Memorial Hospital/PHT, All Affected Grant Funded Professionals (FMCS #09-0713-58694-3216-3); and

WHEREAS, the parties desire to settle this grievance amicably on the terms and conditions set forth herein;

WHEREAS, the parties without any admission of liability, or violation of any law, rule or regulation, desire to fully and finally settle all differences and disputes relating to the aforementioned claim; and

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. The grievance(s) filed on June 11, 2009 by SEIU on behalf of all affected grant Professionals for improper reassignments/layoffs in grant funded positions (FMCS #0907113-58694-3) is hereby withdrawn.

2. The JHS/PHT and SEIU agree that upon execution of this agreement, professional bargaining unit members in positions funded by grants will be recognized as having permanent status and seniority for the purpose of reassignment(s) and are eligible for the reassignment procedure set forth under Appendix B - Reassignment Procedure of the current

collective bargaining agreement (incorrectly designated Appendix D in the Collective Bargaining Agreement but correctly designated as Appendix B in the attachment to the contract).

3. The JHS/PHT and SEIU agree that with the language contained in Article XVII-Layoffs, Recall and Reemployment Rights, Section E. and under Appendix B will continue to govern the procedure for grant funded employees who previously held permanent status. Employees in grant funded positions will only be eligible to bump in their same area of discipline within their same grant area. However, this does not affect the right of an employee to otherwise bump into any position and/or classification in which they held permanent status.

4. The parties shall evenly split the cost of the postponement/cancellation of arbitration, if any.

5. This Agreement shall be resolved and enforced pursuant to the parties' arbitration mechanism in the pertinent Collective Bargaining Agreement.

6. Except as provided herein the settlement entered into herein shall set no precedent between the parties and nothing in this agreement shall be deemed to change, alter or amend the Collective Bargaining Agreement between the parties.

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 written above.

Service Employees International
Union Local 1991

By: Martha Baker
Martha Baker, President
SEIU - Local 1991

Public Health Trust/ Jackson Memorial
Hospital

By: David R. Small
David R. Small, EVP & COO
Jackson Health System/Public Health
Trust

Physical Therapist/Occupational Therapist on-Call/Pool Rates



Human Resources Division
 1611 N.W. 12th Avenue
 Park Plaza West L808
 Miami, Florida 33136-1094
 305-585-7265
 Fax: 305-585-0042

Memorandum

TO: Sylviane Ward
 Vice President, CAO Rehab & Holz Children Hospital

María Huot-Barrientos
 Director, Recruitment Services

FROM: Rosa Ruiz
 Director, HRMS, Benefits & Compensation

DATE: May 7, 2006

SUBJECT: Physical Therapists and Occupational Therapist Pool Rates

Delete

Effective May 7, 2006, the pool rates for Physical Therapist 1, Physical Therapist 2, Occupational Therapist 1 and Occupational Therapist 2 will be as follow:

Classification	Shift 1	Shift 2	Shift 3
Physical Therapist 1	\$36.00	\$36.00	\$36.00
Physical Therapist 2	\$40.00	\$40.00	\$40.00
Occupational Therapist 1	\$36.00	\$36.00	\$36.00
Occupational Therapist 2	\$40.00	\$40.00	\$40.00

This change is being made based on local market research and to insure our continued competitiveness in the South Florida market area.

If you have any questions regarding this, please do not hesitate to contact me.

Cc: Trummell Valdera
 Lynn Gleber
 Janice Escobar
 Manny Murias

An Equal Opportunity Employer

#5473 P.008 / 003

NOV 10 2006 15:38

Ruiz
 TA PHT

///

MB
 SEIU TA



HR-ER Department
Human Resources Division

Delete

TO: Alexander Dabowries
Manager
Payroll

FROM: Danny L. Cury, SPHR
Assistant director
HR

DATE: February 4, 2002

SUBJECT: Physical Therapist/Occupational Therapist
On-call/Pool Rates

Effective Sunday, February 10, 2002, the On-call Pool Rate for Physical and Occupational Therapists should be as follows:

OT1/PT1 = \$30 hourly
OT2/PT2 = \$35 hourly

In addition, the flat rate for all job basis Occupational and/or Physical Therapist shall be half shift (4 hours) \$160 and full shift (8 hours) \$320.

Should you have any questions, please call me at extension 5-7268.

DLC/omc

cc: Dan Freem, Manager, Compensation
Nancy Roberts, RN, Director, Patient Care Services, Ortho-Rehab-Neuro
Janie Escobar, Chief, Occupational Therapy
Lynn Gleeber, Chief, Physical Therapy
Georgia McLean, Human Resources Director, Jackson South Community Hospital
Terry Reardon, Administrator, Perdue Medical Center
Armand Gonzalez, Administrator, Human Resources Health Center

(MEMO - ADPTOTONCALL ROL RATES.doc)

#5473 P.002 /003

NOV 10 2002 15:38

[Signature]
TA PHT

112

[Signature]
SEIU TA

Speech Therapists Weekend Call Back Pay



10

Employee/Labor Relations &
Workforce Compliance
1611 N.W. 12th Avenue
Park Plaza West L-306
Miami, Florida 33136-1906
Phone: 305-585-7265
Fax: 305-355-2361

MEMORANDUM

TO: Maria Huot-Barrientos Sr. VP and CHRO, HRCM
Rosa Ruiz, Director of Compensation, Benefits and HRMS, HRCM
Laura Scott, Payroll Manager

FROM: John Panico, MSLIR, JD, Director
Employee/Labor Relations & Workforce Compliance, HRCM

COPY: Jose Balerdi, Compensation Manager, HRCM
Jule Mann, Director, Patient Care Service

DATE: September 19, 2011

SUBJECT: Speech Therapists Weekend Call Back Pay

In April 2011, the Payroll Department stopped paying weekend call back stipends to Speech Therapists. This stipend was ceased because speech therapists are job-basis employees and there was no contractual language to support the stipend. After a review of the facts, history, and practice since 2008 it is recommended that the stipend be reinstated.

The Speech Therapists "Call-Back" stipend was approved by the E/LR Department in January 2008, after JCAHO mandated on-call speech clinician coverage. The "Call-Back" stipend is in addition to the \$35/\$45 beeper pay (weekdays/weekends) and is memorialized in a January 2008 memo from Bill Wagner, E/LR Manager to Judy Davis, SEIU representative (See attached). From October 2010 through April 2011, this payment was Kronos coded NP8HDAY (half shift at \$160) or NP8FDAY (\$320). In April 2011, the Payroll Department ceased stipend payments for lack of specific contractual language to support the stipend.

The "Call-Back" stipend is to be restored for the upcoming payroll as follows:

1. The Kronos Code to be used should be the one used for PT/OT (not the code used for Nurses):
 - PTOTPEA for the half shift
 - PTOTPEB for the full shift
2. The \$35 weekday/\$45 weekend beeper pay be continued.
3. Retroactive payment to those Speech Therapists who were called back to work from April 2011 through current (See attached documentation; all were half shifts).
4. Recognize that that this is an extraordinary benefit that may be eliminated during the current collective bargaining process. If eliminated through negotiations, the Departments will be notified.

Additionally, I strongly recommend that the requested Per Diem/Pool Position (Speech Language Pathologist) be approved to provide coverage for the weekends. Approval of this position should eliminate the "Call-Back" necessity for job basis employees and thus save the JHS long-term monies and it would assist in meeting the regulatory requirements for patient coverage.

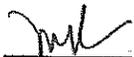
If you have any questions, or require additional clarification, please call me at 305.585.7268

TA PHT

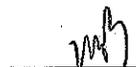
113

SEIU TA

Appendix A Amendment


TA PHT

114


SEIU TA