OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(8)

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

DATE: December 16, 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, Attending Physicians, representing certain employees working at the Public Health Trust

Resolution No. R-1140-14

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/jls

MEMORANDUM
(Revised)

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

DATE: December 16, 2014

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

SUBJECT: Agenda Item No. 14(A)(8)

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)(8)
12-16-14

RESOLUTION NO. R-1140-14

RESOLUTION APPROVING AND RATIFYING THE 2014-2017 COLLECTIVE BARGAINING AGREEMENT WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991, ATTENDING PHYSICIANS, 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, Attending Physicians, which is the duly certified collective bargaining agent representing bargaining unit members of the SEIU Local 1991, Attending Physicians, that are working at the PHT; and

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

WHEREAS, on December 3, 2014, the bargaining unit members of the SEIU Local 1991, Attending Physicians voted to ratify the attached agreement; and

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

WHEREAS, on December 11, 2014, the Board of Trustees of the PHT adopted Resolution No. PHT 12/14-085 that approves the attached agreement and requests that this Board

approve and ratify the attached 2014-2017 Collective Bargaining Agreement with the SEIU, Local 1991, Attending Physicians; 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, Attending Physicians, 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 **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Daniella Levine Cava	**aye**	Jose "Pepe" Diaz	**aye**
Audrey M. Edmonson	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Jean Monestime	**aye**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**	Juan C. Zapata	**aye**

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2014. This resolution shall become effective upon the earlier of (1) 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez/Laura M. Llorente

MEMORANDUM

DATE: December 16, 2014

TO: Honorable Chairwoman Rebeca 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 between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union, Local 1991, Attending Physicians Bargaining Unit (Approximately 103 Employees)

Recommendation
It is recommended that the Board of County Commissioners (Board) approve and ratify the attached 2014-2017 Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust (PHT) and Service Employees International Union (SEIU), Local 1991, Attending Physicians Bargaining Unit. This Agreement covers approximately one hundred three (103) employees of the PHT.

On December 11, 2014, the Board of Trustees of the PHT adopted Resolution No. PHT 12/14-085 that accepts the attached agreement and requests that this Board approve and ratify the attached agreed upon 2014-2017 Collective Bargaining Agreement with the SEIU, Local 1991, Attending Physicians.

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 – Attending Physicians Bargaining Unit.

Fiscal Impact/Funding Source
The fiscal impact of this Agreement would be 6.4 million dollars 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. Both parties recognize the financial challenges faced by the PHT, and have thus agreed to work collaboratively to address them. As a result, 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 bi-weekly contribution to the Flexible Benefits Plan. 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 – Recognition §1
Per diem employees who average twenty (20) or more hours weekly are now included as bargaining unit members.

Article XI – Salaries §3(A) – Emergency Care Center (ECC) Salaries and §4(A) – Base Salary Ranges
The ECC minimum salary rate will increase to $134.00 per hour. The Ambulatory Clinics and Skilled Nursing Facilities minimum salary rate will increase to $77.00 per hour. Bargaining unit members assigned to Correctional Health Services will receive a $10.00 per hour pay supplement.

Article XI – Salaries §3(C) – Years of Experience (Full Time ER) Hourly Supplement
Bargaining unit members assigned to the ECC will now receive their hourly supplement at completion of 1 year, 5 years, 10 years, and 15 years of experience.

Article XI – Salaries §4(B) Wage Increases
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 two percent (2%) of their base pay for total hours worked during fiscal year 2013-2014. Bargaining unit employees will receive a three percent (3%) wage increase annually, at the beginning of the pay periods inclusive of October 1, for the years 2014, 2015, and 2016.

Article XI - Salaries §6 Non-ECC Attending Physician JHS Medical Experience Credit -Hourly supplement
Non-ECC bargaining unit members will now receive their hourly supplement at completion of 1 year, 5 years, 10 years, and an additional new $10.00 hourly supplement at completion of 15 years of experience.

Article XI – Salaries §8 Hospitalists Additional Shifts
The Hospitalists additional 12 hour shift rate will increase to $1,650.00 per 12 hour shift.

Article XIII – Vacation and Leave §10 – Administrative Leave
Beginning October 1, 2014, the annual holiday administrative day will be prospectively restored.

Article XIV – Employment Practices § 2- Longevity Bonus
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 the service is continuous. Years of service in a part-time position will not count towards the longevity bonus.

Article XIV – Employment Practices §12 – Career Protection
The PHT shall not dismiss, discharge, or reduce salaries/benefits of any non-boarded Attending Physician because of such non-board status. However, if there are substantial changes in managed care reimbursements or federal regulations governing health care reimbursements or provider participation, the PHT may reopen this section to address the issue in some other manner.

Article XIV – Employment Practices §13 – Probationary Period
Six month probationary period in accordance with language of the RN and Professionals CBA

Article XVI – Layoffs and Recall Procedure § (F) – Furloughs
In the event it is financially necessary, system-wide furloughs may be implemented.

Article XVII – Group Insurance
Eligible employees will be given the option of enrolling in the Jackson First health insurance plan in addition to the existing benefits afforded under the preceding agreement. For individual employees electing the Jackson First employee only option there will be no premium contribution for the term of the Agreement.

Article XIX – Employee Representation on Committees § (D)(d)
Within one (1) month of ratification of the agreement, a Performance Metrics Labor Management Committee will be established to research and make recommendations concerning future performance metrics.

Article XXXI – 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

Agenda Item 4 (a)
Special Public Health Trust Board of Trustees
December 11, 2014

RESOLUTION NO. PHT 12/14 – 085

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, ATTENDING PHYSICIANS, AND FORWARDING SUCH AGREEMENT TO THE BOARD OF COUNTY COMMISSIONNERS FOR RATIFICATION

(Maria Huot-Barrientos, Senior Vice-President and Chief Human Resources 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, Attending Physicians which is the duly certified collective bargaining agent representing bargaining unit members of the SEIU Local 1991, Attending Physicians 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 was ratified by the members of the SEIU Local 1991, Attending Physicians on December 3, 2014; and

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.

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 among Miami-Dade County, the Public Health Trust, and the Service Employee International Union (SEIU), Local 1991, Attending Physicians 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 and directs the president or his designee to take such action as necessary to seek such ratification.

The foregoing resolution was offered by Mojdeh L. Khaghan and the motion was seconded by Ralph G. Patino as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 11th day of December 2014.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: Irene Lipof
Irene Lipof, Secretary

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

MEMORANDUM

DATE: December 11, 2014

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

FROM: Maria Huot-Barrientos
Senior Vice President and Chief Human Resources Officer

RE: 2014-2017 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union, Local 1991, Attending Physicians 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, Attending Physicians Bargaining Unit, and forward such agreement to the Board of County Commissioners of Miami-Dade County for ratification. This Agreement covers approximately one hundred three (103) employees of the PHT.

This Agreement was ratified by the Union membership on December 3, 2014.

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 – Attending Physicians Bargaining Unit.

Fiscal Impact/Funding Source
The fiscal impact of this Agreement would be 6.4 million dollars 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 me, in my role as 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. Both parties recognize the financial challenges faced by the PHT, and have thus agreed to work collaboratively to address them. As a result, 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 bi-weekly contribution to the Flexible Benefits Plan. 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 – Recognition §1
Per diem employees who average twenty (20) or more hours weekly are now included as bargaining unit members.

Article XI – Salaries §3(A) – Emergency Care Center (ECC) Salaries and §4(A) – Base Salary Ranges
The ECC minimum salary rate will increase to $134.00 per hour. The Ambulatory Clinics and Skilled Nursing Facilities minimum salary rate will increase to $77.00 per hour. Bargaining unit members assigned to Correctional Health Services will receive a $10.00 per hour pay supplement.

Article XI – Salaries §3(C) – Years of Experience (Full Time ER) Hourly Supplement
Bargaining unit members assigned to the ECC will now receive their hourly supplement at completion of 1 year, 5 years, 10 years, and 15 years of experience.

Article XI – Salaries §4(B) Wage Increases
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 during fiscal year 2013-2014. Bargaining unit employees will receive a three percent (3%) wage increase annually, at the beginning of the pay periods inclusive of October 1, for the years 2014, 2015, and 2016.

Article XI - Salaries §6 Non-ECC Attending Physician JHS Medical Experience Credit -Hourly supplement
Non-ECC bargaining unit members will now receive their hourly supplement at completion of 1 year, 5 years, 10 years, and an additional new $10.00 hourly supplement at completion of 15 years of experience.

Article XI – Salaries §8 Hospitalists Additional Shifts
The Hospitalists additional 12 hour shift rate will increase to $1,650.00 per 12 hour shift.

Article XIII – Vacation and Leave §10 – Administrative Leave
Beginning October 1, 2014, the annual holiday administrative day will be prospectively restored.

Article XIV – Employment Practices § 2- Longevity Bonus
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 the service is continuous. Years of service in a part-time position will not count towards the longevity bonus.

Article XIV – Employment Practices §12 – Career Protection
The PHT shall not dismiss, discharge, or reduce salaries/benefits of any non-boarded Attending Physician because of such non-board status. However, if there are substantial changes in managed care reimbursements or federal regulations governing health care reimbursements or provider participation, the PHT may reopen this section to address the issue in some other manner.

Article XIV – Employment Practices §13 – Probationary Period
Six month probationary period in accordance with language of the RN and Professionals CBA

Article XVI – Layoffs and Recall Procedure § (F) – Furloughs
In the event it is financially necessary, system-wide furloughs may be implemented.

Article XVII – Group Insurance
Eligible employees will be given the option of enrolling in the Jackson First health insurance plan in addition to the existing benefits afforded under the preceding agreement. For individual employees electing the Jackson First employee only option there will be no premium contribution for the term of the Agreement.

Article XIX – Employee Representation on Committees § (D)(d)
Within one (1) month of ratification of the agreement, a Performance Metrics Labor Management Committee will be established to research and make recommendations concerning future performance metrics.

Article XXXI – 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.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

AND

LOCAL 1991

THE SERVICE EMPLOYEES INTERNATIONAL UNION

(ATTENDING PHYSICIANS BARGAINING UNIT)

OCTOBER 1, 2011~~4~~ – SEPTEMBER 30, 2014~~7~~

ARTICLE I – PREAMBLE 4
ARTICLE II – PURPOSE 4
ARTICLE III – RECOGNITION 4
Section 1. Recognition 4
ARTICLE IV – SERVICES TO THE UNION 5
Section 1. Membership 5
Section 2. Dues Deduction 5
Section 3. Non-Discrimination 5
Section 4. Bulletin Boards 6
Section 5. Copies of Documents 6
ARTICLE V – UNION REPRESENTATION 6
Section 1. Union Representatives 6
Section 2. Grievance Representation 6
Section 3. Released Time 6
Section 4. Adjustment of Grievance 7
ARTICLE VI – NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS 7
Section 1. Prevailing Benefits Clause 7
Section 2. Notification, Consultations and Negotiations 7
ARTICLE VII – GRIEVANCE PROCEDURE 8
Section 1. Resolution of Grievances 8
Section 2. Definition 8
Section 3. Step 1 8
Section 4. Step 2 8
Section 5. Amended Procedure for Certain Grievances 8
Section 6. Class Grievances 9
Section 7. Time Limits 9
Section 8. Employee Obligation 9
Section 9. Employer Responses 9
Section 10. Exclusions 9
ARTICLE VIII – ARBITRATION 9
ARTICLE IX – DISCIPLINARY ACTION 10
Section 1. Just Cause 10
Section 2. Procedure 10
Section 3. Reprimands 11
ARTICLE X – HOURS OF WORK 12
Additional Compensation 12
Section 1. Work Week 12
Section 2. Time Schedules 12
Section 3. Hours of Work 13
Section 4. Consecutive Shifts 13
Section 5. Mandatory Inservice Training 13
ARTICLE XI – SALARIES 13
Section 1. Pay Day 13
Section 2. Salary Increases 14
Section 3. ECC SALARIES 14
Section 4. Base Salary Ranges 15
Section 5. Board Certification – Non-ECC Attending Physicians, including all 17
Section 6. Non-ECC Attending Physician Including Hospitalists JHS Medical 17
Section 7. Night Shift Differential for all Attending Physicians 18
ARTICLE XII – PAID EDUCATIONAL LEAVE 18
Section 1. Eligibility Criteria 18
ARTICLE XIII – VACATION AND LEAVE 19
Section 1. Personal Leave Day Program 19

Section 2. Extended Illness Leave Program 23
Section 3. Vacation Requests 25
Section 4. Leave Without Pay 25
Section 5. Bereavement Leave 25
Section 6. Military Leave 25
Section 7. Voting 26
Section 8. Jury Duty 26
Section 9. Leaves for Union Business 26
Section 10 Administrative Leave 27
ARTICLE XIV – EMPLOYMENT PRACTICES 27
Section 1. Employee's File 27
Section 2. Longevity Bonus 27
Section 3. Reference Books and Periodicals 28
Section 4. Parking Facilities 28
Section 5. New Equipment and Procedures 29
Section 6. Drug Discount 29
Section 7. Tuition Reimbursement 29
Section 8. Job Specification Language 29
Section 9. Rubella and Hepatitis-B Vaccine 30
Section 10. Injuries, Rehabilitation and Reorientation 30
Section 11. Child Care/Elderly Care 30
ARTICLE XV – SITE SELECTION, SHIFT TRANSFERS, POSTING OF VACANCIES, FILLING OF VACANCIES AND UNIT MERGERS 31
Section 1. Site Selection, Shift Transfers, Posting of Vacancies, and Filling of 31
Section 2. Unit Mergers/Closings 32
ARTICLE XVI – LAYOFFS AND RECALL PROCEDURE 32
ARTICLE XVII – CONTRACTING OUT 34
ARTICLE XVIII – GROUP INSURANCE 34
ARTICLE XIX – EMPLOYEE REPRESENTATION ON COMMITTEES 38
ARTICLE XX – SAFETY AND HEALTH 40
Section 1. General Recognition 40
Section 2. New Practices and Procedures 40
Section 3. Protection from Respiratory Hazards and Infectious Diseases 40
Section 4. On the Job Assault 41
Section 5. Security 41
ARTICLE XXI – MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT 41
ARTICLE XXII – TOXICOLOGY AND ALCOHOL TESTING 42
ARTICLE XXIII – PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS 43
ARTICLE XXIV – ASSIGNABILITY OF CONTRACT 43
ARTICLE XXV – MISCELLANEOUS 44
ARTICLE XXVI – STRIKES AND LOCKOUTS 44
ARTICLE XXVII – MALPRACTICE/REGULATORY AGENCY ADMINISTRATIVE ACTIONS 45
ARTICLE XXVIII – PENSION BENEFITS 46
ARTICLE XXIX – TERM OF AGREEMENT 46
ARTICLE XXX – SAFE PATIENT HANDLING AND MINIMAL LIFT TEAM 46
ARTICLE XXXI - EMPOWERMENT PROGRAMS 47
SIDE LETTER 1 - PHT PENSION PLAN 52
SIDE LETTER 2 - CAREER PROTECTION 53
SIDE LETTER 3 - CHANGE IN CLASSIFICATION 53
SIDE LETTER 4 - PREVAILING BENEFITS IN NORTH DADE AND LIBERTY CITY HEALTH CENTER 53
SIDE LETTER 6 - PAGER COMPENSATION 53
SIDE LETTER 7 - INPATIENT SERVICES INSURANCE BENEFITS AND HOURS OF WORK 53
SIDE LETTER 8 - PREVAILING BENEFITS IN JMH HEALTH PLAN 54

Delete MB

SIDE LETTER 9 - S.E.I.U. CONTRACTUAL LANGUAGE 54
SIDE LETTER 10 - INPATIENT SERVICES HOSPITALISTS 54
SIDE LETTER 12 - PERSONAL LEAVE TIME REQUEST 54
SETTLEMENT AGREEMENTS AND MEMORANDA OF UNDERSTANDING 55
Sustainability/Joint Efficiency 55
Attending Physician Corrections On-Call 60
ECC Physicians Previous Experience 61
Pay for Hospitalists Working Additional Shifts 63

Delete MT

ARTICLE I – 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, ~~2011~~ 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 ratification and approval by the Board of County Commissioners, unless a different effective date is specifically provided for in the affected article.

ARTICLE II – PURPOSE

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

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

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

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

ARTICLE III – RECOGNITION

Section 1. Recognition

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

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

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

ARTICLE IV – SERVICES TO THE UNION

Section 1. Membership

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

B. The Union will have one hundred fifty (150) copies of this agreement printed. The Union will distribute copies of this Agreement to all union members in the bargaining unit. The cost will be shared equally by the parties.

Section 2. Dues Deduction

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

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

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

Section 3. Non-Discrimination

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

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

Section 4. Bulletin Boards

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

Section 5. Copies of Documents

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

ARTICLE V – UNION REPRESENTATION

Section 1. Union Representatives

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

Section 2. Grievance Representation

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

Section 3. Released Time

A. With prior approval from the employee's supervisor time off with pay shall be allowed to the Union representatives assigned to regular shifts to allow for participation in Union activities. Approval will not be unreasonably withheld.

B. No employee shall be paid for such time unless regularly scheduled to work at a time when such activities are going on; nor shall schedules be changed to allow paid time for such activities. In unusual circumstances, requests for schedule changes may be submitted by Unit representatives for approval by their supervisor or schedule changes may be made by the Employer.

C. Four (4) bargaining unit members will be allowed time off with pay for contract negotiations. Three (3) additional members shall be allowed release time without pay as

long as their attendance does not compromise patient care in their area. The Senior Vice President, Medical Services, shall handle any such clinical disputes. The Union may rotate different members into these positions as needed so as to provide balanced representation from different healthcare delivery sites. The Union will make every effort to elect employees from various hospital centers.

Section 4. Adjustment of Grievance

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

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

ARTICLE VI – NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS

Section 1. Prevailing Benefits Clause

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

Section 2. Notification, Consultations and Negotiations

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

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

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

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1. Resolution of Grievances

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

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

Section 2. Definition

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

Section 3. Step 1

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

Section 4. Step 2

If the Union is not satisfied with the reply in Step 1, within ~~five (5)~~ fourteen (14) calendar days thereafter the grievance shall be presented in writing to the ~~Senior Vice President, Medical Services~~ Associate Vice President, Employee/Labor Relations & Workforce Management or the HRCM designee. This person, or designee, may meet with the grievant and the union representative and shall reply in writing within ~~five (5)~~ fourteen (14) calendar days after receipt of the written grievance.

Section 5. Amended Procedure for Certain Grievances

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

Section 6. **Class Grievances**

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

Section 7. **Time Limits**

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

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

Section 8. **Employee Obligation**

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

Section 9. **Employer Responses**

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

Section 10. **Exclusions**

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

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

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

ARTICLE VIII – ARBITRATION

If the Union is not satisfied with the reply in Step 2 of the grievance procedure, the Union shall have ten (10) calendar days after receipt thereof to notify the Employer of intent to submit the grievance to arbitration. Within thirty (30) days following notification to the Employer, the Union must file a request for arbitration. The parties agree to attempt to find an attending physician arbitrator. If the parties cannot agree upon an arbitrator within five (5) days, the parties shall request a list of seven (7) arbitrators from FMCS or AAA. The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. Except in the case of arbitrations arising from discipline related to

patient care, the arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments.

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

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

Each party will pay its own expenses and will share equally in expenses incurred mutually in arbitration. Attending physicians required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work and, unless directly required to assist the principal Union Representative in the presentation of the case, they shall return to work upon completion of their testimony. The intent of the parties is to minimize time lost from work and disruption of patient care.

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

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

ARTICLE IX – DISCIPLINARY ACTION

Section 1. Just Cause

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

Section 2. Procedure

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

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

C. Final disciplinary action determinations will not be rendered until the completion of the presentation and rebuttal meetings where the Employer and the Employee together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Rebuttal meetings must be scheduled within fourteen (14) calendar days unless mutually agreed between the parties. The Employer shall have fourteen (14) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual Agreement. The Union and Employee shall receive a copy of the rebuttal response.

D. The Employer agrees that all disciplinary actions (dismissals, suspensions, demotions) except reprimands will be appealable by the Union to the Grievance and Arbitration procedures contained in this agreement.

E. Notices of disciplinary action, records of counseling and verbal counseling shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts requiring the notice, except where good cause for delay is shown. Good cause shall include, but not be limited to, the pendency of outside criminal, administrative or other proceedings. Disciplinary actions and Records of Counseling that are not presented to the employee within fourteen (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 2, but shall not be further appealable to an Arbitrator. Within thirty (30) days of the receipt of the Employer's reply to such a grievance the employee and/or the Union shall have the right to file a written response to the written reprimand and have said response inserted in the employee's personnel folder.

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

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

ARTICLE X – HOURS OF WORK

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

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

Additional Compensation

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

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

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

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

Section 1. Work Week

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

Section 2. Time Schedules

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

B. ECC Scheduling

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

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

Section 3. Hours of Work

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

B. For those employees whose schedules include weekends, the Employer will make every possible effort to provide employees with one or more years of employment every other or two weekends off per monthly schedule. Weekends are defined as Saturdays and Sundays for day and evening shift and as Friday and Saturday nights for night shift employees. To cover weekends normally worked during vacations, periods of illness, and other unavoidable absences, the employer will first seek volunteers for the weekend work, and if insufficient volunteers, may assign the work to employees beginning with the least senior.

C If any employee does not desire every other weekend off or desires set days each week, the employee should make this request in writing to the person responsible for the time schedule. While every possible effort will be made to adhere to paragraphs A and B, it is understood and agreed that patient care needs in each work unit will be the paramount consideration in work scheduling.

D. ECC physicians may continue to work more or less than eighty (80) hours per pay period and will accrue PL for all of those hours unless they have reached the employee's maximum entitlement.

Section 4. Consecutive Shifts

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

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

Section 5. Mandatory Inservice Training

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

ARTICLE XI – SALARIES

Section 1. Pay Day

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

A. Pay day shall be every other Friday except for employees assigned to Inpatient Services, Express Care, Jackson South Community Hospital Minor Care, Emergency Care Center (ECC) and ~~Ward D~~ MB where pay day shall remain Thursday.

B. If a holiday is on Friday, pay shall be given on Thursday. For those paid on Thursday, payment will be Wednesday, if Thursday is a holiday.

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

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

Section 2. Salary Increases

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

Section 3. ECC SALARIES

ECC Salaries are determined as follows:

~~$126.02-$163.06 per hour~~

A. ~~$126.02~~ $134.00 base upon completed residency training. ~~(other than EM/PEDI, EM) Emergency Medicine or Pediatric Emergency Medicine Fellowship~~
~~Ø Boards~~

~~$129.80 base-Pedi EM Fellowship~~
~~EM~~
~~Ø Boards~~
~~Board Certification~~
~~EM = $5/hr.~~
~~Pedi EM = $5/hr.~~

B. Board Certification supplements to be added to base:
Emergency Medicine: $5.00/hour
Pedi/Emergency Medicine: $5.00/hour
All other Boards i.e. IM, FM, Surgery, Critical Care, $3.00/hour (per certification), Pulmonary, Cardiology, Pedi, etc. = $3/hour for each board certification.

C. Years of Experience (Full Time ER = 20K visits/year) Hourly Supplement:

Years of Experience (ECC)	~~Effective 10/1/01~~
~~2-5 years~~ After completion of 12 months (1 year)	$4.00
~~6-10 years~~ After completion of 60 months (5 years)	$7.00
~~11-15 years~~ After completion of 120 months (10 years)	$10.00
~~> 15 years~~ After completion of 180 months (15 years)	$13.00

D. Additional Credit (discretionary) for:

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

E. **ECC Special Wage Provisions**

Full-time ECC bargaining unit employees will continue to receive a $50.00 bi-weekly pay supplement.

Section 4. Base Salary Ranges

A. The Trust agrees to maintain the hourly rates and salary ranges throughout the contract period listed below. Placement on an hourly rate or salary range shall be determined by the current hourly rate or salary of the attending physician on the effective date of this

agreement but no lower than the minimum of the new range. Attending physicians assigned to inpatient services, dentistry, satellite clinics, or other current areas (#'s 6, 7, & 8 ~~and 9 below~~) shall be considered job basis employees. As of October 1, 2005, Inpatient Attending Physicians functioning as Inpatient Hospitalists, were reclassified to a new Inpatient Services Hospitalist position.

AREA ASSIGNED	MINIMUM HOURLY RATE/SALARY
1. Corrections / ~~Ward D~~	$85.61 per hour
2. Ambulatory Clinics	~~$66.74~~$77.00 per hour
3. Skilled Nursing facilities	~~$66.74~~ $77.00 per hour
4. ECC	~~$126.02~~ $134.00 per hour
5. JSCH Minor Care	$74.12 per hour
6. Inpatient Services/Outpatient Services	~~$133,425.20 per year~~ $64.15 per hour
7. Dentist	~~$95,900.66 per year~~ $46.11 per hour
~~8. ECC Hospitalist~~	~~$101.44 per hour~~
9. 8. Inpatient Services Hospitalist (Adult & Pediatric)	~~$133,425.20 per year / $64.15~~ $68.15 per hour
~~10. Pedi Hospitalists~~	~~$133,425.20 per year / 64.15 per hour~~

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

Bargaining unit employees assigned to CHS will receive a $10.00 per hour pay supplement.

B. Wage Increases

1. First Year ~~2011-2012~~ 2014-2015

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

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.

Beginning with the pay period inclusive of October 1, 2014, all bargaining unit employees will receive a three percent (3%) wage increase.

2. Second Year ~~2012-2013~~ 2015-2016

~~No later than May 1, 2012, either party may reopen negotiations regarding a potential COLA increase for the 2012-2013 fiscal year.~~

Beginning with the pay period inclusive of October 1, 2015, all bargaining unit employees will receive a three percent (3%) wage increase.

3. Third Year ~~2013-2014~~ 2016-2017

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

Beginning with the pay period inclusive of October 1, 2016, all bargaining unit employees will receive a three percent (3%) wage increase.

~~C. Effective the first full pay period after ratification, all Adult Inpatient Service Hospitalists shall receive an increase of $4.00 per hour.~~

~~D~~ C It is the intent of the parties that no bargaining unit employee receives a salary increase less than the percentages identified in B above.

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

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

F Attending Physicians in per diem status will be paid according to Appendix B. Upon mutual agreement, the parties may re-open negotiations on these wages at any time.

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

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

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

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

Section 6. Non-ECC Attending Physician including Hospitalists JHS Medical Experience Credit – Hourly supplement

Years of Experience	~~Effective 10/12/03~~
~~2-5 years~~ After completion of 12 months (1 year)	$4.00
~~6-10 years~~ After completion of 60 months (5 years)	$6.00
~~11+ years~~ After the completion of 120 months (10 years)	$7.00
After completion of 180 months (15 years)	$10.00

Section 7. Night Shift Differential for all Attending Physicians

~~Effective the first full pay period after ratification, a~~ A $15.00/hour night shift differential shall be paid for hours worked between 7 pm - 8 am. ~~The shift must begin at 7 pm or later to be eligible for the shift differential.~~

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

Section 8. Hospitalists Additional Shifts

As of October 1, 2014, the Full Time In-patient hospitalists who are working an additional 12 hour shift are to be paid $1,650.00 for each shift.

Section 9 On-Call Pay

Bargaining unit members designated as on call at the following rotations or facilities shall receive $250 per week for being on call: the PCC (PET, North Dade, Penalver, Rosie Lee Wesley, Jefferson Reaves) and 3A in ACC West on call rotation, and Corrections Health Services (CHS).

Section 10 Sellers Dorsey Iniative

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.

ARTICLE XII – PAID EDUCATIONAL LEAVE

Section 1. Eligibility Criteria

A. Every employee shall be granted forty (40) hours per fiscal year of paid leave to meet CME requirements. CME days shall not be carried over to the next ~~calendar~~ fiscal year.

B. The employee shall apply in writing for such leave in advance specifying the course they wish to attend.

C. The employee must obtain permission from his/her immediate Medical Director to attend on a scheduled work day.

D. Such leave request shall not interfere with staffing needs, provided such request shall not be unreasonably denied.

E. Requests for leave will be granted on an equitable basis.

F. Due to staffing issues, employees shall be able to be paid for attendance at CME on scheduled days off or while on approved leave.

G. Each bargaining unit member shall be reimbursed up to a maximum of $1,000.00 per contract year for fees, costs, registration, travel, hotel and meals related to CMEs and/or related expenses regarding non-CME medical education.

H The Trust shall reimburse bargaining unit members for NICA fees.

I. Reimbursement under this Article shall be made within thirty (30) days of submission of receipts.

ARTICLE XIII – VACATION AND LEAVE

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

Section 1. Personal Leave Day Program

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

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

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

2. Requests for planned personal leave shall be approved based upon staffing needs and to insure proper and adequate patient care. Except as provided in Section 3 herein, requests for leave will be granted based on date of request. Such requests shall be responded to within fourteen (14) days.

B. An unplanned absence is defined as time taken off by the employee which is unscheduled and not approved in advance by the department head, supervisor, or other

designee. In order to receive pay for hours not worked due to an unplanned absence, employees must provide timely notification prior to the start of the scheduled shift of work and a valid reason given to their supervisor or authorized designee as outlined in the Personnel Administrative Policy #358. Written documentation of illness will not be required unless a pattern of unplanned leave utilization exists. Personal leave hours accrue from date of hire.

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

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

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

1. During the first five (5) years of employment, 0.1115 hours shall be earned for each hour in pay status per pay period up to a maximum of 231.92 hours per year. ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue PL for all of those hours unless they have reached the annual maximum.

2. This approximates 29 days per year. However, a full-time employee shall not be eligible to receive payment for personal leave days until after the first six (6) months of employment, except as outlined in Section 2.

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

Year of Employment	Per Hr. In Pay Status	Max. Hours Earned Per Pay Period (except ECC Physicians)	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	.1500	12.000	39

*Calculations are based on 8-hour shifts.

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

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

1. During the first 10,400 hours (first five (5) full-year equivalents, FTE), 0.1115 hours shall be earned for every hour worked, up to a maximum accrual rate of 8,920 hours. However, part-time employees shall not be eligible to receive payment for personal leave until they have worked at least 1040 hours (six (6) month equivalent). ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue PL for all of those hours unless they have reached the annual maximum.

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

Hours Worked	Hours Earned Per hours Worked
10,401 – 12,480	.1154
12,481 – 14,560	.1192
14,561 – 61,640	.1231
16,641 – 18,720	.1269
18,721 – 31,200	.1308
31,201 – 33,280	.1346
33,281 – 35,360	.1385
35,361 – 37,440	.1423
37,441 – 39,520	.1462
39,521 on	.1500

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

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

H. 1. Employees who have at least 80 hours of unused Personal Leave/Vacation hours as of the election date (from December 1 through December 21) of any calendar year (the "Election Year") may voluntarily elect to receive cash instead of 40 to 160 hours (for employees with less than 10 years of continuous service) or up to 240 hours (for employees with 10 years or more of continuous service),

but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour.

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

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

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

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

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

7. Income tax and Social Security tax will be withheld from all checks.

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

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

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

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

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

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

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

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

Section 2. Extended Illness Leave Program

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

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

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

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

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

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

B. A full-time employee shall accrue 0.024 hours extended illness leave for each hour in pay status per pay period up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year. ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue extended illness leave for all of those hours unless they have reached the annual maximum.

C. A part-time employee shall accrue 0.024 hours extended illness leave for every hour worked, up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year. ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue extended illness leave for all of those hours unless they have reached the annual maximum.

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

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

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

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

1. Any illness requiring hospitalization, or

2. Employee is seen in out-patient care center for out-patient surgery, or

3. Occupational diseases or injuries sustained prior to receiving Workers Compensation, or

4. Continuing illness when employee attempts to return to work too soon.

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

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

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

24 yrs. but less than 25 yrs. - 85%
25 yrs. but less than 26 yrs. - 87.5%
26 yrs. but less than 27 yrs. - 90%
27 yrs. but less than 28 yrs. - 92.5%
28 yrs. but less than 29 yrs. - 95%
29 yrs. but less than 30 yrs. - 97.5%

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

Section 3. Vacation Requests

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

Section 4. Leave Without Pay

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

B. Employees may be granted leave under this section to serve as full-time representatives of the Unit.

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

D. All requests for extensions of leaves without pay beyond 1 year must be approved or disapproved by the Medical Director and the director of Human Resources.

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

Section 5. Bereavement Leave

Full-time employees who have completed nine (9) pay periods of JHS/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 6. Military Leave

NM

40

PHT

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

Section 7. Voting

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

CONDITIONS

A. The employee must be a registered voter; and

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

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

Section 8. Jury Duty

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

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

Section 9. Leaves for Union Business

A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted up to two (2) bargaining unit employees, in order to accept full-time positions with the Union. The Union shall make written application for such leave thirty (30) days in advance. An employee granted such leave shall continue to accrue bargaining unit seniority during the term of the leave. An employee returning before or at three (3) months shall return to the former assignment and position. After three (3) but within twelve (12) months, the employee shall return to a comparable assignment.

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

C. Leaves of absence/release time with pay shall be granted to Union representatives to perform Union roles and responsibilities. The total amount of this leave shall not exceed ten (10) days per year. Employees granted such leave shall continue to accrue bargaining unit seniority and, upon return, shall return to their former assignment. Leaves granted under this paragraph shall be counted as time worked.

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 10 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. Employee's File

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

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

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

Section 2. Longevity Bonus

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

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 3. Reference Books and Periodicals

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

B. Physicians should submit their requests for certain books and publications for their use. Each agency or division will have a minimum of two (2) medical periodicals. These will be available to physicians on all tours of duty.

C. Access to Medline will be made available in the Emergency Care Center and in an inpatient area.

Section 4. Parking Facilities

MB 43

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

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

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

Section 5. New Equipment and Procedures

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

Section 6. Drug Discount

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

Section 7. Tuition Reimbursement

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

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

Section 8. Job Specification Language

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

B. Whenever there is a proposed change in the job specification or title of a class within this bargaining unit, the Employer shall notify the Union of the proposed changes in job duties. The Union shall receive a copy of the current job specification and the proposed job specification.

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

D. Proposed changes shall be publicized among employees.

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

It is understood by the parties that the duties to be added in the proposed change in the job specification shall bear a reasonable relationship to the duties and responsibilities

currently contained therein. Changes proposed by the Employer other than the addition of new duties, shall be reasonable under the circumstances.

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

Section 9. Rubella and Hepatitis-B Vaccine

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

Section 10. Injuries, Rehabilitation and Reorientation

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

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

Section 11. Child Care/Elderly Care

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

Section 12 Career Protection

The PHT shall not dismiss or discharge any non-boarded Attending Physician because of such non-board status. Further, no bargaining unit member shall have their salaries/benefits reduced because of such non-board status. In the event there are substantial changes in managed care reimbursements or federal regulations governing health care reimbursements or provider participation, the PHT may reopen this section to address the issue in some other manner.

Section 13 Change in Classification

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

Section 14 Referral and Recruitment 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.

Section 15 Probationary Period

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.

ARTICLE XV – SITE SELECTION, SHIFT TRANSFERS, POSTING OF VACANCIES, FILLING OF VACANCIES AND UNIT MERGERS

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

A. **Site Selection.** Each physician shall be hired into one healthcare area (e.g. ECC; InpatientServices-Hospitalist;Inpatient/OutpatientServices;MinorCare/~~Ward~~ D/Clinics/CHS/Skilled nursing facilities; Dentist; Psychiatry (Behavioral Health/CHS) and OB/GYN). If it becomes necessary to reduce FTE's in an area of practice, the hospital will first seek volunteers in the area. If there is an insufficient number of volunteers, affected employees will be reduced in inverse order of hospital-wide seniority in the area of practice.

B. **Shift Transfers.** Recognizing that access to preferred shifts by employees can make an important contribution to employee morale and retention, the parties agree that all available vacancies shall first be posted at the work site for a period of seven (7) days and made available to employees within the area of practice by seniority.

C. **Posting of Vacancies.** If employees under paragraph B are not interested in the vacancy, the resulting vacancy shall be recruited for on bulletin boards located throughout the Medical Center and satellite facilities for a period of fourteen (14) days in order that interested employees may make application for the open position. Concurrently, the vacancy may be recruited for through other appropriate means. The Employment Recruitment Office is responsible for posting all registered employment vacancies for which a personnel requisition has been submitted.

D. **Filling of Vacancies.** During this posting period, current employees with the necessary qualifications will be given preference over outside applicants. When skill, competency and ability are considered substantially equal in the judgment of the Employer, seniority

shall be the deciding consideration in filling vacancies. All employees who apply for a posted vacancy shall be advised of the vacancy status as soon as practical. An employee's current salary will not be a determining factor when considering employees for transfer.

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

Section 2. Unit Mergers/Closings

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

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

ARTICLE XVI – LAYOFFS AND RECALL PROCEDURE

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

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

B. The procedure will apply to bargaining unit employees.

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

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

D. Layoffs shall be done in inverse order of seniority by use of ~~five (5)~~ seven (7) lists contained below. Each list shall be clearly defined as area of current assignment. Bargaining unit employees on one list are not eligible to replace employees on another list unless they were assigned to the area for at least six (6) months within the last thirty-six (36) months prior to the affective date of the layoff action. The Trust has sole discretion to determine the area of assignment to be effected by the layoff. The ~~five (5)~~ seven (7) agreed upon lists are:

1. ECC

2. Inpatient Services—Hospitalists
3. Minor Care~~/Ward D~~/Clinics/CHS/Skilled nursing facilities
4. Dentist
5. OB/GYN
6. Psychiatry
7. Inpatient/Outpatient Services

~~E. Layoffs, per the five (5) lists included above shall be accomplished in the two (2) distinct groups below.~~

~~1. Part-time bargaining unit members by inverse application of seniority. Part-time bargaining unit members shall be able to exercise bumping rights into part-time positions only.~~

~~2. Full-time bargaining unit members by inverse application of seniority. Full-time bargaining unit members shall be able to exercise bumping rights into full-time positions only.~~

~~F~~E. Recall

1. 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.

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

3. 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.

F Furloughs

~~1. 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.~~

~~2.~~ 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.

~~3. 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 XVII – CONTRACTING OUT

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

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.

~~Notwithstanding the foregoing, the PHT shall not contract out work performed by attending physicians in the Emergency Care Center (ECC) through September 30, 2012.~~

ARTICLE XVIII – GROUP INSURANCE

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

~~B~~ A. 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 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.

~~C~~B. 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.~~

~~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 plans.~~

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 an addendum, 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 ½ 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 the attached addendum 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 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 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 XIX – EMPLOYEE REPRESENTATION ON COMMITTEES

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

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

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

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

1. Joint Labor-Management Committees

   a. Employee-Employer Management Conference Committee.

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

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

   b. Joint Health and Safety Committee.

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

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

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

c. Other Labor Management Committees, As Established.

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

d. Within one (1) month of ratification of the collective bargaining agreement, a Performance Metrics Labor Management Committee will be established to research and make recommendations concerning future performance metrics. The parties will meet on a quarterly basis to review and discuss performance metrics packages.

2. Other Hospital/Medical Staff Committees

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

3. Matters Eliminated From Discussion

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

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

b. Individual disciplinary actions and individual performance evaluations.

c. Matters or processes for which there are established joint committees or procedures.

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

ARTICLE XX – SAFETY AND HEALTH

Section 1. General Recognition

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

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

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

Section 2. New Practices and Procedures

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

Section 3. Protection from Respiratory Hazards and Infectious Diseases

A. Infectious Diseases

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

B. Asbestos

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

protection is provided to employees in the area where removal procedures are being performed.

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

Section 4. On the Job Assault

The Employer has a responsibility to take all reasonably practical steps to protect employees from physical assault on the job. No physician shall be disciplined for using reasonable measures to protect himself/herself from assault.

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

Section 5. Security

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

ARTICLE XXI – MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

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

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

1. Determine the missions and objectives of the Employer;

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

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

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

5. Discipline or discharge employees for just cause in accordance with applicable sections of the Miami-Dade County Code and the personnel rules of the Employer including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline. The Employer will inform the Union of

any changes in the existing rules and regulations before such changes are made effective;

6. Schedule operations and shifts;

7. Introduce new or improved methods, operations or facilities;

8. Hire, promote, transfer or assign employees;

9. Schedule overtime work as required;

10. Contract out for goods and services;

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

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

ARTICLE XXII – TOXICOLOGY AND ALCOHOL TESTING

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

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

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by a division director, or higher authority within the department to ensure proper compliance with the terms of this article. An employee who is to be tested in accordance with the provisions of this article, will be permitted to make a phone

call to the Union. This phone call shall not prevent, inhibit, or unreasonably delay the testing of such employee.

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

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

ARTICLE XXIII – PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

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

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

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

ARTICLE XXIV – ASSIGNABILITY OF CONTRACT

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns (as those terms are defined by state or federal labor law, including but not limited to a taxing district or 501(c) 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 this Agreement and of its terms and conditions;

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 and unavailable to the new Employer, 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 XXV – MISCELLANEOUS

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

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions set forth in the 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 that clarify or amend this Agreement without having to be ratified by bargaining unit members.

ARTICLE XXVI – STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, picket lines, slowdowns or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the

Employer for the duration of this Agreement. The Union guarantees to support the Employer fully in maintaining operations in every way.

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

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

ARTICLE XXVII – MALPRACTICE/REGULATORY AGENCY ADMINISTRATIVE ACTIONS

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

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

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

B. The bargaining unit member agrees to fully cooperate with the Employer's Risk Management Program and with the Risk Management Department in the investigation of any potential or asserted claims and/or legal actions which the bargaining unit member may be named and/or involved in, including cooperation with assigned legal counsel in the defense of the legal action(s).

C. Each bargaining unit member will promptly report any potential or asserted claims to the Employer's Risk Management Department in an effort for the investigation to commence and appropriate legal representation to be assigned. Moreover, the bargaining unit member agrees to cooperate with Risk Management in those instances and investigations involving regulatory and accreditation administrative actions, including but not limited to Code 15 (Serious Incident Reports), Sentinel Events and Agency For Health Care Administration (AHCA) complaints.

D. In the event the bargaining unit member leaves employment and a malpractice action has been reported, the bargaining unit member agrees to cooperate with the Employer's Risk Management Department in the investigation and in the course of the legal action. Failure to cooperate may result in coverage and/or defense not being afforded.

E. The PHT shall continue to provide legal representation and legal costs on the same terms and conditions as are currently provided.

ARTICLE XXVIII – PENSION BENEFITS

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

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

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).

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.

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

ARTICLE XXIX – TERM OF AGREEMENT

A. The collective bargaining agreement between the PHT, Miami-Dade County and Local 1991, Service Employees International Union, shall be effective October 1, ~~2011~~ 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 modifications, 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 XXX – SAFE PATIENT HANDLING AND MINIMAL LIFT TEAM

Consistent with the hospital's commitment to provide a safe and healthy workplace for employees and to ensure the highest quality care, the parties agree to 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 XXXI - EMPOWERMENT PROGRAMS

Section 1. Labor-Management Partnership Agreement

A. Purpose

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 Heath 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 (ie (6) six out of (8) eight) 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 meetings. 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 only apply to subsections B., 1, 2, 3, 5 and 9 of this Section.

Section 2. Empowerment and Efficiencies

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 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 documents 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.

~~A. 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~~
~~17th~~	~~.11925~~	~~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 advisors 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 advisors 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 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.~~

~~SIDE LETTER 1 - PHT PENSION PLAN~~

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

~~SIDE LETTER 2 - CAREER PROTECTION~~

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

~~SIDE LETTER 3 - CHANGE IN CLASSIFICATION~~

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

~~SIDE LETTER 4 - PREVAILING BENEFITS IN NORTH DADE AND LIBERTY CITY HEALTH CENTER~~

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

1. ~~The provision of on-call pay~~

2. ~~The availability of additional compensation for working additional shifts (i.e. moonlighting or specialty clinics)~~

3. ~~Salary adjustments based on merit~~

4. ~~CME tuition~~

~~SIDE LETTER 6 - PAGER COMPENSATION~~

~~The physicians assigned to in patient who work every other month, shall for insurance flex plan and all other benefits each be considered to be a full time employee. Such physicians shall also receive $260.00 per week for compensation for being available on 24 hours pager for those weeks they carry the beeper. Beeper payments shall be paid forthwith.~~

~~SIDE LETTER 7 - INPATIENT SERVICES INSURANCE BENEFITS AND HOURS OF WORK~~

~~1. Insurance Benefits~~

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

~~2. Hours of Work~~

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

~~SIDE LETTER 8 - PREVAILING BENEFITS IN JMH HEALTH PLAN~~

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

~~SIDE LETTER 9 - S.E.I.U. CONTRACTUAL LANGUAGE~~

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

~~SIDE LETTER 10 - INPATIENT SERVICES HOSPITALISTS~~

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

~~SIDE LETTER 12 - PERSONAL LEAVE TIME REQUEST~~

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

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

APPENDIX A – INSURANCE PLANS

TA PHT

Healthcare Premium Comparison

Plans		Current 2014	Proposed 2015	Rate Change	
Plan	Tier	Biweekly Premium	Biweekly Premium	Biweekly Difference	Annual Difference
High HMO	Employee Only	$ -	$ 50.00	$ (50.00)	$ (1,300.00)
	Employee – Spouse	$ 208.35	$ 208.35	$ -	$ -
	Employee – Child(ren)	$ 180.17	$ 180.17	$ -	$ -
	Family	$ 287.77	$ 287.77	$ -	$ -
POS	Employee Only	$ 14.90	$ 75.00	$ (60.10)	$ (1,562.60)
	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	$ -	ELIMINATE		
	Employee – Spouse	$ 196.42			
	Employee – Child(ren)	$ 169.83			
	Family	$ 271.36			
New Option					
[illegible]	Employee Only		$ -	$ -	$ -
	Employee – Spouse		$ 120.00	$ 88.35	$ 2,297.10
	Employee – Child(ren)		$ 105.00	$ 75.17	$ 1,954.42
	Family		$ 160.00	$ 127.77	$ 3,322.02

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

DRAFT

TA SEIU

TA PHP

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	$0

Note: Hospitalization in all plans – Benefits payable at 100% at respective participa

* $0 copays for generic medications under Jackson First Plan for employees using JHS pharmacy.

8/26/14 DRAFT

72

TA SEIU

Point of Service (POS) Chart

Visit our website at www.avmed.org/jhs

This plan allows you to use both in- and out-of-network providers. For purposes of this summary, the two will be discussed separately.

	IN-NETWORK
COVERAGE PLAN DESCRIPTION	AvMed Jackson Health Sponsored Ages, uninsured persons, children under age 65 "insured" access to an expanded network of providers in the state of Florida. In addition, AvMed offers access and benefits for services outside of the service area. The plan pays 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 hotline, discounted health and fitness programs, discounted Mail Order Prescriptions and more.
DEDUCTIBLES/CO-PAYMENTS	CO-PAYMENTS $15 Primary Care Physician $30 specialist office visit, 100% hospital/inpatient coverage - no copay. $50 Emergency Room (waived if admitted). $15/$15/$15 Prescriptions for 30 day supply Mail Order $10/$30/$60 for 90 day supply
PHYSICIANS	Access to primary care physicians is provided through the Access Network. Members are encouraged but not required to select a primary care physician. Covered family members may choose from a number of primary care physicians.
A. IN-HOSPITAL PHYSICIAN SERVICES Surgery, Visits, and Consultations Anesthesiologists	Benefits payable at 100% when received at participating hospitals and directed by participating physician.
B. OUTPATIENT PHYSICIAN SERVICES PCP Office Visits Specialist Office Visits Preventive Services Immunizations Routine Physical Clinical Laboratory Mammography Diagnostic Services Maintained on Part B Basis	$15 co-payment/visit $30 co-payment/visit No charge $15 co-payment/visit No charge $30 co-payment/visit $30 co-payment/visit; a fee equal to visit no charge No charge.
HOSPITALIZATION	Benefits payable at 100% when admitted by plan when admitted with PCP authorization.
HOSPITAL SURGICAL REQUIREMENTS Pre-certification of Surgical Procedures	Handled by attending physician.
DRUG & ALCOHOL TREATMENT Hospital Outpatient	No charge $15 per visit
MENTAL & PSYCHIATRIC DISORDERS Hospital Outpatient	No charge $15 per visit
OTHER SERVICES Ambulance Vision	No charge when provided and/or in case of emergency. Coverage provided for doctor's fee, exam, lenses, frames and contact lenses every 12 months at 100%, after $15 co-payment. AvMed offers additional discounts through participating vendors. Benefits include Discovery Eyewear, glasses, contact lenses and more.
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 brochure for participating pharmacies. Mail order: 2x co-pay for 90 day supply. Generic contraceptives will be no charge.
DURABLE MEDICAL EQUIPMENT (DME)	DME and Orthotic covered at 100%. Excludes prosthetic appliance - No charge after $300 deductible per calendar 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.

* Our comprehensive coverage for specific illnesses or conditions, please see the Summary of Benefits & Coverage (SBC). Members have benefits in network and out-of-network.

mbr

73

MB

Point of Service (POS) Chart

Visit our website at www.avmed.org/jhs

This plan allows you to see both in and out of network providers, for purposes of this summary, the two will be discussed separately.

	OUT OF NETWORK
COVERAGE PLAN DESCRIPTION	A Preferred Provider Organization plan that allows 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	$50 per individual; $900 per family; $50 Emergency Room Co-payment (waived if admitted) Some medical prescription benefits apply if participating pharmacy is used. Benefit provides a 70% of coinsurance after deductible met.
PHYSICIANS	Choose any licensed physician. Co-insured charges payable at MAP after deductible is met.
A. IN-HOSPITAL PHYSICIAN SERVICES Surgery/Surgical Consultation Medical Consult	30% coinsurance after deductible.
B. OUTPATIENT PHYSICIAN SERVICES Office Visits for Illness Office Visits for Injury Diagnostic X-Ray, Lab Tests, X-Ray Treatments Injections 1) Medically Necessary 2) Preventive Cancer Screenings Routine Preventive Cancer Screenings and Immunizations Diagnostic Mammography	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 Preadmission Hospital Certification	Recertification 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 Ambulance Vision	Plan pays 70% coinsurance, after deductible is met. Coverage provided for exams and lenses after deductible and 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 and Rite Aid co-payment. Generic contraceptives no charge. See plan brochure or visit website for more information
DURABLE MEDICAL EQUIPMENT (DME)	Plan pays 70% of MAP after deductible for DME and related items. Internal prosthetic appliances are covered out of network.
OUT OF AREA 1) Emergency 2) Non Emergency	100% after $50 co-payment, waived if admitted (per visit) Plan pays 70% coinsurance, after deductible is met

* [illegible]

74

Select (HMO) Chart

Visit our website at www.avmed.org/jhs

	SELECT (HMO)
COVERAGE PLAN DESCRIPTION	HMO plan available 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. $75 co-payment Emergency Room (waived if admitted). $15/$30 co-payment Urgent Care. $15/$15/$15 prescription for 30 day supply (based on formulary) $30/$50/$70 Mail order prescriptions 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/Medical Consultations Anesthesiology	Benefits payable at 100% when received at participating AvMed Select JHS hospitals and rendered by participating physicians.
B. OUTPATIENT PHYSICIAN SERVICES Per Office Visit Specialist Office Visits Diagnostic Services Immunizations Routine Physical Obstetrical Care (initial) Maternity Preventive Services (Immunizations)	$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%. *There could a possible hospital stay at a Select JHS participating hospital.
HOSPITAL SURGICAL BENEFITS Provided at hospital or outpatient	Provided by attending 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 prescribed in advance in case of an emergency. Coverage provided for diseases of the eye and/or blindness in the eye. Eye exams for children under age 18 covered 100%, after $15 co-payment. AvMed offers additional 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 elects to select Brand when Generic is available, member pays difference in co-payment. See plan Benefits for other participating pharmacies. Mail order: 2x co-pay for 90 day supply. Generic over-the-counters will be no charge.
DURABLE MEDICAL EQUIPMENT (DME)	$50 co-payment per episode of illness. Please refer to Inland Freedom Initial Enrollment.
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

* [illegible] For specific benefits, exclusions and limitations, please see the Summary of Benefits & Coverage (SBC). [illegible] is included in network.

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-network" access to an expanded network of providers in the state of Florida. In addition, AvMed offers a nationwide network for those working 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 Services, Nurse on Call hotlines, 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/$15 prescription for 30 day supply based on formulary. $10/$25/$5 all Mail order prescriptions 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 physicians.
B. OUTPATIENT PHYSICIAN SERVICES PCP Office Visits Specialist Office Visits Diagnostic Services Radiation Routine Lab Chemotherapy/Radiology Lab Work Preventive Services (Mammogram/Pap Smear)	$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 Pre-Admission/Post-Admission	Handled by admitting physician.
DENTAL 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 eyes and/or injuries to the eye. Eye exams for children under age 18 covered 100%, after $15 co-payment. AvMed offers additional discounts through a preferred network of providers listed in the Provider Directory. Eye exams, glasses, contact lenses not covered.
PRESCRIPTION DRUGS	$15 Generic/$15 Brand/$15 Non-Preferred for 30 day supply, including prescription contraceptives, at participating pharmacies nationwide. If prescriber/physician orders Brand when Generic is available, member pays difference in cost plus Brand co-payment. See plan Formulary 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 is not a contract. For specific coverage, exclusions and limitations, please see the Summary of Benefits & Coverage (SBC). Maximum lifetime benefit is unlimited in network.

Mbr

76

MJ

Jackson MEMORIAL HOSPITAL
Miracles made daily.

Human Resources Capital Management
1611 N.W. 12th Avenue • Miami, FL 33136

www.JacksonHealth.org
786-466-8378

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.

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); $15/$50 co-payment Urgent Care. $15/$25/$50 prescription for 30-day supply based on formulary; $0 co-payment for Generic 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 received 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 Precertification 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.

* This comparison is not a contract. For specific information on benefits, exclusions and limitations, please see the Summary of Benefits & Coverage (SBC). Maximum lifetime benefits is unlimited in network.

[redacted] [redacted]

79

Ū

APPENDIX B – POOL RATES

POOL RATES

Job Code	Job Title	Hourly Rate	Department	Department Name
1775	Medical Doctor	$69.42	89618	NDHC Access to Care
1775	Medical Doctor	$100.00	83010	Adult Hospitalists
1775	Medical Doctor	$103.00	71604	Rehab Orthopaedic Clinic
1775	Medical Doctor	$125.00	79509	BH Crisis Unit
2506	Medical Doctor - Emergency Room	$150.00	68310	Emergency Medical
2506	Medical Doctor - Emergency Room	$150.00	83782	ER Physicians

SETTLEMENT AGREEMENTS AND MEMORANDA OF UNDERSTANDING

ALL ARE TO BE STRICKEN AND REMOVED FROM THE CBA

Sustainability/Joint Efficiency

Tentative Agreement

SEIU – Attending Physicians CBA

March 18, 2010

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

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

Notwithstanding the foregoing, all employees in bargaining unit classifications shall receive the highest salary increase received by any other bargaining unit classification for any period during the 2009-2010 fiscal year under an collective bargaining agreement between Miami-Dade County (or PHT) and any collective bargaining agent (including but not limited to PBA/Police, IAFF/Fire Rescue, TWU/Transit, etc.)

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

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

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

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

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

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

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

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

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

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

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

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

8. Article XXIX Duration shall be amended as follows:

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

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

9. Article XI section 3E shall be amended to add at the end of section 3E as follows:

Effective upon ratification of this agreement, the $50 biweekly pay supplement shall be suspended. The $50 biweekly pay supplement shall be restored automatically one year after ratification of this agreement.

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

11. New Article - JHS SUSTAINABILITY PROJECT:

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

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

12. New Article - JOINT EFFICIENCIES TASK FORCE:

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

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

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

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

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

Dated: 3-18-10

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

Dated: 3/18/10

Attending Physician Corrections On-Call

(10)

Kemp, Yvette

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

Hi Yvette,

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

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

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

Thanks.

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

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

done

11/18/2008

PHT PROPOSAL 11/18/2014

TA PHT

TA SEIU

88

ECC Physicians Previous Experience

SETTLEMENT AGREEMENT

This Agreement is entered into this 10th day of Nov, 2009 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (the "JHS") and the Service Employees International Union Local 1991 ("SEIU").

WHEREAS, a grievance and/or arbitration has arisen under the 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, Melody Land & All Affected EEC Physicians (FMCS #090805-59597-3); and,

WHEREAS, the parties desire to amicably settle this arbitration/grievance on the terms outlined below; and,

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 filed on July 15, 2009 by SEIU on behalf of Melody Land & All Affected EEC Physicians (FMCS #090805-59597-3) who have not been provided their years of experience credit is hereby withdrawn.

2. JHS agrees that it shall:

a. comply with the Article 11, Section 3C, by fully crediting the affected ECC Physicians for their years of experience and adjusting their pay accordingly and

b. pay all sums owed retroactively within 30 days of the execution of this agreement.

10/19/09

TA PHT

TA SEIU

90

3. The parties shall evenly split the cost of the arbitration, if any.

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

5. 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 first above written.

Service Employees International Union Local 1991

By: _____

By: _____

Jackson Health System/ Public Health Trust/ Miami-Dade County

By: _____

10/19/09

Pay for Hospitalists Working Additional Shifts

Jackson HEALTH SYSTEM

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

MEMORANDUM

TO: Alexander Debouvries
Manager
Payroll

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

Denise Rodgers (ORIGINAL SIGNED)
Manager
Compensation

DATE: October 10, 2007

SUBJECT: Pay for Hospitalists Working Additional Shifts

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

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

Rec. 10/11/07
LAM.

[DCURRY, MEMO - AD Additional Pay for Hospital 101007

PHT PROPOSAL 11/18/2014

TA PHT

TA SEIU

92

This Agreement between Service Employees International Union (SEIU) – Local 1991, Attending Physicians and the Public Health Trust is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this agreement shall be Miami-Dade County, Florida.

In witness whereof, the parties have caused this Agreement to be executed on this 21st ___day of ~~February, 2012.~~ _____, 2014

LOCAL 1991, SERVICE EMPLOYEES INTERNATIONAL UNION

Martha Baker, RN
President/Chief Negotiator

Danielle Desvallons, MD
Jackson South

Roshan Rao, MD
Medical

~~Jose Vildosola,~~ _____MD
Satellite Services

David Woolsey, MD
Emergency

Antonio Perdices, Jr., MD
Consultant

Jennifer LaMont
Chief of Staff

Mark E. Richard, Esq.
General Counsel

JACKSON HEALTH SYSTEM MANAGEMENT LEADERSHIP

Carlos A. Migoya
President/CEO

Don S. Steigman
Executive Vice President/COO

Mark Knight
Executive Vice President/CFO

Dr. ~~Michael Butler~~ Peter Paige
Executive Vice President/Chief Medical Officer

Maria Huot-Barrientos, SPHR
Senior Vice President/CHRO

Michelle Kligman
Associate Vice President/HRCM

Roberto Campos-Marquetti, JD ~~Esq.~~
Associate Labor Relations Director

Eugene Shy, Esq.
Assistant County Attorney

Robert L. Norton, Esq.
Chief Negotiator
Allen, Norton & Blue, P.A.