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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving and ratifying the 2015-2018 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and the Committee of Interns and Residents (CIR)

Resolution No. R-152-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jean Monestime

Abigail Price-Williams
County Attorney

APW/cp

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: Abigail Price-Williams, County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

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**
_____	**Statement of social equity 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)(1)
2-2-16

RESOLUTION NO. R-152-16

RESOLUTION APPROVING AND RATIFYING THE 2015-2018 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE COMMITTEE OF INTERNS AND RESIDENTS (CIR)

WHEREAS, the President and staff of the Public Health Trust of Miami-Dade County (hereinafter referred to as "PHT") which operates the Jackson Health System (hereinafter referred to as "JHS") have negotiated in good faith with representatives of the Committee of Interns and Residents (hereinafter referred to as "CIR") which is the duly certified collective bargaining agent representing bargaining unit members of the CIR employed by the PHT; and

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

WHEREAS, on January 14, 2016, the union membership of the CIR ratified the attached tentative agreement; and

WHEREAS, on January 27, 2016, the Board of Trustees of the PHT adopted the attached Resolution No. PHT 01/16-004 that approves the attached tentative agreement and requests that this Board approve and ratify the attached tentatively agreed upon 2015-2018 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and the CIR; 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 for collective bargaining purposes 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; and

WHEREAS, because the attached contract is not binding until it is ratified by this Board, the parties will execute the contracts after this Board ratifies the contract. Therefore, this Board finds that it is in the best interest of the County to waive the provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to placement on the committee agenda; and

WHEREAS, this Board desires to ratify the attached contract,

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 2015-2018 Collective Bargaining Agreement between Miami-Dade County, the Public Health Trust and the CIR for the period of October 1, 2015, through September 30, 2018, in substantially the form attached hereto and made a part hereof. This

Board waives the provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to placement on the committee agenda because it is in the best interest of the County.

The Prime Sponsor of the foregoing resolution is Chairman Jean Monestime. It was offered by Commissioner **Bruno A. Barreiro**, 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2016. 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

Agenda Item 5 (d)
Public Health Trust Board of Trustees
January 27, 2016

RESOLUTION NO. PHT 01/16 – 004

RESOLUTION APPROVING THE 2015-2018 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND COMMITTEE OF INTERNS AND RESIDENTS (CIR), AND RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS RATIFY THE AGREEMENT

(Carlos A. Migoya, President and Chief Executive Officer, Jackson Health System)

WHEREAS, the President and staff of the Public Health Trust have negotiated in good faith with representatives of the Committee of Interns and Residents (hereinafter referred to as "CIR") which is the duly certified collective bargaining agent representing bargaining unit members of the CIR 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 this Collective Bargaining Agreement was ratified by the CIR bargaining unit housestaff on January 14, 2016; 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

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; and

WHEREAS, the PHT Board needs the ratification of the Agreement by the Board of County Commissioners to render it a binding labor agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust, and the CIR for the period of October 1st, 2015 through September 30th, 2018 and hereby recommends that the agreement be ratified by the Board County Commissioners of Miami-Dade County and directs the president or his designee to take such action as necessary to seek such ratification.

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

Joe Arriola	Aye
William J. Heffernan	Aye
Mojdeh L. Khaghan	Aye
Irene Lipof	Aye
Ralph G. Patino	Aye
Darryl K. Sharpton	Absent
Carlos Trujillo	Absent

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of January 2016.

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 ES

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Joe Arriola, Chairman
and Members, Public Health Trust Board of Trustees

FROM: Carlos A. Migoya
President and Chief Executive Officer

DATE: January 27, 2016

RE: 2015-2018 Collective Bargaining Agreement between the Public Health Trust and Miami-Dade County, Florida and the Committee of Interns and Residents

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Recommendation
It is recommended that the Public Health Trust Board of Trustees approve this resolution recommending that the Miami-Dade Board of County Commissioners (BCC) ratify the 2015-2018 Collective Bargaining Agreement between the Public Health Trust and Miami-Dade County, Florida and the Committee of Interns and Residents (CIR).

Scope
The agreement would cover approximately 1,100 full-time employees of the Jackson Health System that are members of the CIR. Members of the CIR consist of all regular full-time employees employed by the PHT of Miami-Dade County in the titles of PGY-1, PGY-2, PGY-3, PGY-4, PGY-5, PGY-6, PGY-7, who are primarily interns, residents, fellow, and non-graduate assistants. The agreement would apply retroactively to October 1, 2015, through September 30, 2018.

Fiscal Impact/Funding Source
The proposed agreement has a fiscal impact of approximately $4.1 million for the three-year term. 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 the obligations under this agreement.

Track Record/Monitor
The monitoring and implementation of all labor contracts and collective bargaining agreements is overseen by Michelle Kligman, interim Chief Human Resources Officer.

Background
The proposed agreement is a product of good-faith negotiations between management and CIR. Both parties agreed to compensation changes which reflect at least the 50th percentile of the "Resident/Fellow Stipends Nationwide" as published in the most recent survey conducted by the Association of American Medical Colleges (AAMC). The other proposed changes, which are outlined below, would significantly help Jackson Health System achieve its strategic goals while rewarding employees for their remarkable professional commitment.

Terms of Agreement

This is a three (3) year Agreement covering the period of October 1, 2015 through September 30, 2018. The following represents the major provisions of the Agreement:

Article II § 2 – Pay Rates
Salaries would be increased 3 percent effective February 1, 2016, to the following levels:

PGY 1	$ 52,788.00
PGY 2	$ 54,537.00
PGY 3	$ 56,680.00
PGY 4	$ 58,917.00
PGY 5	$ 61,328.00
PGY 6	$ 63,608.00
PGY 7	$ 65,723.00

Effective May 1, 2017, the wages of all employees in the bargaining unit would be increased to the 50th percentile of the AAMC survey.

The parties also agreed that they shall reopen negotiations for the third year of this contract (effective October 1, 2017) solely in the area of pay rates.

Article VI § 1 – Group Health Insurance
The Trust would continue to provide all new housestaff officers hired after the beginning of the 2013-2014 academic year with the JHS/PHT Health Plan, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, and co-insurance.

The proposed agreement also allows either party to reopen negotiations no later than six months before the end of a plan year to negotiate plan design and premium contributions.

Article X § 4 – Renewal of Appointments
New language was added to better reflect current practice and to clarify the issues that arise surrounding the renewal and non-renewal of appointments. Specifically, new language added three reportable actions: (1) when housestaff officers are required to repeat a rotation that extends the required period of training; (2) electing not to advance a housestaff officer to the next PGY level; and (3) electing not to renew a residency or fellowship contract.

Article XIV – Impaired Physician
New language was added to this section in order to set specific time limitations for communication from housestaff who enter rehabilitation programs through the Professionals Resource Network. The new language was added in an effort to address management's concern of an observed lack of communication from employees while in rehabilitation programs and management's concern surrounding the difficulties associated with employees on medical leave for several months with no clear end date.

Article XVI § 1 – On-Call Rooms
New language was added to this section to require proper daily maintenance and cleaning of on-call rooms.

Article XVI § 3 – Parking
New language was added to provide housestaff with one month free parking for all employees whose cars are vandalized or stolen.

Article XVI § 4 – Meal Cards
New language was added to provide healthy food options in vending machines.

Article XVI § 7 – Professional Allowance
New language was added to increase the housestaff officers' allowance from $1,250 to $1,500 per residency academic year for professional/educational expenses.

Article XVI § 9 – Child Care
This section is new and lays the groundwork for discussions about supporting child care for PHT employees, with ideas including on-site child care programs or subsidies for off-site care. If such a program is developed in the future, the proposed agreement reserves a portion of slots for CIR members in proportion to their segment of the overall employee population.

Article XVI § 10 – Public Service Loan Forgiveness Program
This section is new but addresses services already provided in practice, such as providing paid time and room space for CIR to hold information sessions about the Public Service Loan Forgiveness Program.

Article XVII § 7 – Protective Equipment
This section is new and addresses housestaff concerns regarding availability of protective equipment. The new section provides that Jackson's Graduate Medical Education Department will work with any department that believes it has a shortage of necessary equipment or requires storage for the equipment.

Article XXI Paragraphs B&C– Housestaff Involvement, Education, & Community Outreach Fund
New language was added to this section to increase the amount provided by Jackson to CIR from $125,000 per year to $175,000 per year to address Quality and Patient Safety Initiatives under the labor-management partnership.

Collective Bargaining Agreement

between the

Public Health Trust (PHT)

-- Miami-Dade County, Florida --

and the

Committee of Interns and Residents (CIR)

October 1, ~~2012~~2015 through September 30, ~~2015~~2018

Committee of Interns and Residents
Miami Office:
1400 NW 10th Avenue
Suite 1506
Miami, Florida 33136
Telephone: (305) 325-8922
Facsimile: (305) 325-8862

Table of Contents

ARTICLE #	TITLE	PAGE
ARTICLE 1	PREAMBLE	1
	Section 1: Recognition	1
	Section 2: Purpose and Intent	1
ARTICLE 2	SALARIES AND COMPENSATION	2
	Section 1: Definitions	2
	Section 2: Pay Rates	3
	Section 3: Chief Resident Differential	4
	Section 4: Registration Fee	4
	Section 5: Uninterrupted Pay	4
	Section 6A: Salary Reopener	5
	Section 6B: Paycheck Error	5
	Section 7: Pay Supplements	5
ARTICLE 3	WORK HOURS	5
	Section 1: Definitions	5
	Section 2: Duty Hours/On-Call Activities	5
	Section 3: Notification	7
	Section 4: Housestaff Pull List Coverage Pool Reimbursement	8
	Section 5: Unused Pool Funds	9
	Section 6: Pull List Coverage Pool Claims Procedures	9
	Section 7: Reports	9
	Section 8: Schedules	9
	Section 9: No Forced On Call Make Up	9
	Section 10: Scope of Practice	9
ARTICLE 4	LEAVE	10
	Section 1: Vacation	10
	Section 2: Sick Leave	10
	Section 3: Leave of Absence Without Pay	11
	Section 4: Professional Leave	11
	Section 5: Funeral Leave	11
	Section 6: Military Leave	12
	Section 7: Voting	12
	Section 8: Jury Duty	12
	Section 9: Witness and Jury Fees	12
	Section 10: Union Functions	12
	Section 11: Holidays	12
	Section 12: Contract Year Extension	13
	Section 13: Insurance Extension	13
ARTICLE 5	PREVAILING BENEFITS	13

ARTICLE 6 GROUP HEALTH BENEFITS COVERAGE....13
Section 1: Group Health Insurance....13
Section 2: Life Insurance....14
Section 3: Salary Continuation and Disability Coverage....14
Section 4: Dental and Vision Insurance Coverage....14

ARTICLE 7 MALPRACTICE AND LIABILITY COVERAGE....14

ARTICLE 8 NON-DISCRIMINATION....16

ARTICLE 9 MAINTENANCE OF RESIDENCY PROGRAM....16

ARTICLE 10 INDIVIDUAL CONTRACTS AND RENEWALS....17
Section 1: Individual Contracts....17
Section 2: Form of Individual Contracts....17
Section 3: Letter of Completion and Certificate....18
Section 4: Renewal of Appointments....18

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURES....19

ARTICLE 12 FILE MATERIALS....22

ARTICLE 13 CORRECTIVE ACTION, DISCIPLINE, AND APPEAL PROCEDURES....23

ARTICLE 14 IMPAIRED PHYSICIAN....27
Section 1: Toxicology and Alcohol Testing....27
Section 2: Physical and Psychological Impairments....28

ARTICLE 15 HOSPITAL COMMITTEES....28
Section 1: Union-Management Committee....28
Section 2: Representation on Multi-Disciplinary Medical Staff Committees....29
Section 3: Ancillary Support Committee....29

ARTICLE 16 HOUSESTAFF CONDITIONS....30
Section 1: On-Call Rooms....30
Section 2: Lounges....30
Section 3: Parking....31
Section 4: Meal Cards....31
Section 5: Moonlighting....32
Section 6: Miscellaneous....32
A. Library....32
B. Uniforms/Laundry....32
C. Required Training Courses....32
D. Lockers....33
E. Beepers....33
F. Vaccines....33
G. Mail....33

H. Work Space 33
I. Check-Out 33
Section 7: Professional Allowance 33
Section 8: PHT-Provided Transportation 33

ARTICLE 17 SAFETY AND HEALTH 34
Section 1: General 34
Section 2: Joint Health and Safety Committee(s) 34
Section 3: New Practices and Procedures 35
Section 4: Protection from Respiratory Hazards and Infectious Diseases 35
Section 5: On-The-Job-Assault 36
Section 6: Trust Facility Security 36

ARTICLE 18 MEMBERSHIP 36
Section 1: Lists 36
Section 2: Contract Booklets 36
Section 3: Dues Deductions 37
Section 4: Bulletin Boards 37
Section 5: Copies of Documents 37
Section 6: Union Representatives 37
Section 7: Orientation 38

ARTICLE 19 MANAGEMENT RIGHTS AND COMPLETE AGREEMENT 38

ARTICLE 20 STRIKES AND LOCKOUTS 39

ARTICLE 21 HOUSESTAFF INVOLVEMENT, EDUCATION & COMMUNITY OUTREACH FUND 40

ARTICLE 22 AGREEMENT 40
Section 1: Severability 40
Section 2: Successors and Assigns 40

ARTICLE 23 TERM OF AGREEMENT 41
Section 1: Duration 41
Section 2: Renewal and Notice 41

~~SIDE LETTER OF AGREEMENT ..... 42~~

~~RE: ARTICLE 1 – Recognition/Volunteers ..... 42~~

Article 1
Preamble

This Agreement is entered into on ~~May 7, 2013~~ _____ by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and the Committee of Interns and Residents (CIR), an affiliate of Service Employees International Union, hereinafter referred to as the "Union" or "CIR" for the period October 1, ~~2012~~2015, through September 30, ~~2015~~2018.

Section 1: Recognition

The employer recognizes the Committee of Interns and Residents (CIR) an affiliate of Service Employees International Union, as the exclusive collective bargaining representative for the unit certified under FLA/PERC Case #RC-95-060 for all regular full-time employees employed by the Public Health Trust of Miami-Dade County in the titles of PGY-1, PGY-2, PGY-3, PGY-4, PGY-5, PGY-6, PGY-7, non-academic graduate assistants in the areas of dermatology (research), special immunology, neurology, ophthalmology, general dentistry and otolaryngology, non-graduate assistants serving as ophthalmology fellows, non-graduate assistants serving as ENT fellows, and fellows employed by Jackson Memorial Hospital/Public Health Trust of Metropolitan Dade County.

Persons in such titles are hereinafter collectively referred to as "Housestaff, Residents, Housestaff Officers, or HSO."

Section 2: Purpose and Intent

It is the intention of this Agreement to provide for salaries, benefits, and other terms and conditions of employment. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the Trust and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of grievances and the promotion of harmonious relations between the Trust and the Union.

The parties recognize that the employees in this bargaining unit are also engaged in formal medical training programs. The parties wish to ensure that nothing contained in this Agreement or arising from the collective bargaining process interferes with the Trust's medical training programs. It is the intention of the Trust to meet or exceed the standards and guidelines of accreditation for those programs it elects to sponsor. With this in mind, this Agreement is meant to set forth the terms and conditions of housestaff members' employment and at the same time support the Trust's training programs.

Accordingly, the Parties agree that the following matters are outside the scope of this Agreement:

(a) The content and structure of residency programs and the orientation programs for new housestaff officers.

(b) Staffing and staffing patterns at the Public Health Trust, including, but not limited to, the number of housestaff officers, patient admission policies, and the level of patient care.

The parties agree that the above issues are proper subjects for Labor-Management meetings and for other forums, and further agree that their impact on housestaff work hours, work loads, and on other terms of this Agreement are proper subjects for negotiation.

It is not the intention of the Trust to increase the number of volunteers currently serving in any housestaff officer position. This shall not prevent the Trust from allowing volunteers to perform work on a short-term voluntary basis for educational, non-credit, purposes outside the Trust's training programs.

Article 2
Salaries and Compensation

Section 1: Definitions

For the purposes of compensation, the appointment of a housestaff officer shall be based on his/her appropriate Post Graduate Year (hereafter "PGY"), which shall be determined as follows:

A. A housestaff officer who has not completed at least one (1) year of service in an ACGME, AOA, ADA, or APMA accredited training program shall be placed at the PGY-1 level.

B. A housestaff officer who has successfully completed one (1) or more years of service in an ACGME, AOA, ADA, or APMA accredited training program and is continuing in that same program shall be placed at the PGY level which equals the number of such years of service plus the one he/she is entering. (E.g., a HSO who has completed two (2) years of service in a training program outside of PHT and transfers to PHT shall be placed at the PGY-3 level.)

C. 1. Each housestaff officer shall, during their employ, receive one (1) PGY level credit for pay purposes for every full year of related experience she/he has had in any previous ACGME, AOA, ADA, or APMA accredited program(s).

2. Each housestaff officer will also, during their employ, receive a total of one (1) additional PGY level credit for pay purposes for all other full years of excessive related experience in an ACGME, AOA, ADA or APMA accredited training program.

3. Each housestaff officer shall during their employ, receive a maximum of one (1) PGY level credit for pay purposes for all years of unrelated experience he/she had had in a previous accredited program.

4. The PGY level credit referenced in paragraphs C.1. and 2 above cannot be combined with the C.3. The housestaff officer shall receive the PGY level credit for pay

purposes for the related experience in lieu of the unrelated experience if entitled to credit under both paragraphs.

D. When prior service of a housestaff officer has been in a non-ACGME, AOA, ADA, or APMA accredited training program, he/she shall at a minimum be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME, AOA, ADA, or AMPA accredited training program. Non-ACGME, AOA, ADA, or APMA accredited training programs will not be considered in assigning appropriate PGY levels.

E. A housestaff officer who, during the term of this Agreement, successfully completes his/her service for a year and is re-appointed to serve for an additional year shall be advanced to the next higher PGY level.

Section 2: Pay Rates

A. ~~Effective July 2014, the wages of all employees in the bargaining unit classifications shall be:~~

~~PGY 1~~	~~$50,214.00~~
~~PGY 2~~	~~$52,048.00~~
~~PGY 3~~	~~$54,024.00~~
~~PGY 4~~	~~$56,380.00~~
~~PGY 5~~	~~$58,599.00~~
~~PGY 6~~	~~$60,972.00~~
~~PGY 7~~	~~$62,905.00~~

~~B. Upon ratification, retroactive to January 1st, 2015, the wages of all employees in the bargaining unit classifications will be:~~ Effective February 1, 2016, the PGY rates for all employees in the bargaining unit will be increased by three percent (3%) to the following:

~~PGY 1~~	~~$51,250.00~~	PGY 1	$ 52,788.00
~~PGY 2~~	~~$52,949.00~~	PGY 2	$ 54,537.00
~~PGY 3~~	~~$55,029.00~~	PGY 3	$ 56,680.00
~~PGY 4~~	~~$57,201.00~~	PGY 4	$ 58,917.00
~~PGY 5~~	~~$59,542.00~~	PGY 5	$ 61,328.00
~~PGY 6~~	~~$61,755.00~~	PGY 6	$ 63,608.00
~~PGY 7~~	~~$63,809.00~~	PGY 7	$ 65,723.00

B. Effective May 1, 2017, the wages of all employees in the bargaining unit classifications will be increased to the fifty percentile of the "Resident/Fellow Stipends Nationwide" as published in the most recent AAMC (Associate of American Medical Colleges) survey.

~~C. Effective May 1, 2018, the wages of all employees in the bargaining unit classifications will be increased to the fifty percentile of the "Resident/Fellow Stipends Nationwide" as published in the most recent AAMC survey.~~

JCR

~~D. Housestaff Longevity Recognition: 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 one and one quarter (1.25) percent, calculated on their July 2014 annual salary. Payment shall be made in the first full pay period following ratification by the parties.~~

SQ: restore except as noted

~~E. On October 1, 2013 July 2014 and thereafter, if the percentage increase as scheduled above fails to bring any Housestaff Officer PGY yearly salary to the fifty percentile of the "Resident/Fellow Stipends Nationwide" as published in the most recent AAMC (Associate of American Medical Colleges) survey then such salary level shall be immediately adjusted upward to reach that sum.~~ May 1, 2017

~~F.~~ C. ~~D.~~ All bargaining unit Housestaff Officers shall be paid and placed in pay status commencing on the first day of work. All bargaining unit Housestaff Officers beginning work in the month of June proceeding the academic year shall be paid and placed in pay status commencing on the first day of work. All bargaining unit Housestaff Officers beginning work after the beginning of the academic year shall be paid and placed in pay status commencing on the first day of work. Work begins the earlier of the first day of Department orientation, PHT orientation, academic year or assigned work.

~~G.~~ D. ~~E.~~ All bargaining unit members shall be paid pursuant to and placed on the above scales.

Section 3: Chief Resident Differential

A. There shall be a $2,320.00 per year Chief Resident lump sum differential above the regular PGY rate for each bargaining unit Chief Resident with administrative duties, or those assigned to perform such administrative Chief Resident work. This differential shall be pro-rated on a proportional basis for those doing the work for less than a full year. This lump sum shall be paid to Chief Residents during the first full pay period in September of each academic year.

Section 4: Registration Fees

The Trust shall pay for the full cost of the State of Florida's fee for registration of an unlicensed physician to perform health care services in a supervised teaching hospital or its affiliate. At no time shall the Trust require a housestaff officer to have a medical license as a condition of employment, training, or for any other reason.

Section 5: Uninterrupted Pay

The Trust shall not withhold a housestaff officer's pay (or pay check) for disciplinary or any other reason without due process as specified elsewhere in this Agreement.

Section 6A: Salary Re-opener

ACK

The parties agree that they shall reopen negotiations for the third year of this contract (effective October 1, ~~2014~~2017) with respect to Article 2, Section 2, Salaries and Compensations, only.

Section 6B: Paycheck Error

In the event of an error in the paycheck, a voucher in the corrected amount shall be made available to the Housestaff Officer as soon as practically possible but within two weeks of reporting the error to the Payroll Department. Failure to provide proper documentation will delay the processing. Vouchers will be made available for pick-up at the Cashier's office.

Section 7: Pay Supplements

Each housestaff officer shall continue to receive a $50.00 bi-weekly pay supplement.

Article 3
Work Hours

Section 1: Definitions

A. For the purpose of determining excessive work hours: A "work week" shall be a seven-day period starting on Monday at 7:00 a.m. A "work day" shall be a twenty-four (24) hour period starting at 7:00 a.m.

B. An "emergency" shall be defined to include a natural disaster, civil emergency, or other unanticipated and extraordinary circumstance, which creates an immediate and urgent increase in the need for the Trust's service.

Section 2: Duty Hours/On-Call Activities

Unless expressly prohibited by ACGME requirements or otherwise necessitated by an emergency:

A. Duty hours are defined as all clinical and academic activities related to the residency program; i.e., patient care (both inpatient and outpatient), administrative duties relative to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled activities such as conferences, internal and external moonlighting, and pull list coverage. Duty hours do not include reading and academic preparation time spent away from the duty site.

1. Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities, and in accordance with ACGME rules.

2. Duty Hour Mandates: All HSO's are responsible for logging in their duty hours on a daily basis. Program Directors are responsible ensuring that the HSO's are entering their duty hours.

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B. Duty hours are established in accordance with ACGME Common Duty Hour Requirements for all core and subspecialty programs and as set forth in the GME and the JHS/PHT duty hours policy. Compliance with the regulations is monitored on an ongoing basis.

C. If the Trust anticipates offering rotations and/or assignments out of Miami-Dade County the Trust shall notify housestaff of such possibility at the time of the original offer of employment/appointment.

D. Housestaff officers shall not be required to be on-call while on vacation.

E. Housestaff officers shall receive a minimum of 24 consecutive hours off per work week (i.e., duty free), when averaged over four weeks, except on those occasions when the medical needs of a patient require transition between the housestaff officer and an oncoming physician.

However, as the sole exception to this protection the Department may adopt a "Golden Weekend" schedule as follows:

One weekend duty free, one Saturday duty free, and one Sunday duty free in a consecutive 28-day period. The duty free Saturday and Sunday must be on separate weekends.

F. Schedules promised at the time of hire and/or offering of contract, where better, shall be honored.

Section 3: Hours Violations

The Trust shall require that the GME office provide the Trust, the DIO, and UM Dean of School of Medicine, and the Union monthly reports of any and all known incidents of the Trust or Residency Program causing, scheduling, or allowing any housestaff officer to work any hours above the hours limitations mandated by the collective bargaining agreement or by any regulatory and/or accreditation agency (e.g., ACGME). The report shall include the name of the affected housestaff officer, date of incident, excessive hours worked, and name of the Chief of Service and Program Director under which that housestaff officer(s) works, and the nature of the task performed during the excessive hours.

Section 4: Housestaff Pull List Coverage Pool Reimbursement

A. The Trust shall fund a pull list coverage pool in the amount of $175,000 per academic year. A housestaff officer who provides pull coverage shall be paid and assigned in accordance with this Section.

B. Pull list coverage shall cover all bargaining unit housestaff officers who provide pull coverage as approved by the Program Director or Chief Resident regardless of the reason causing the absence. Any housestaff officer who submits pull coverage shall be entitled to payment from the available pull coverage pool funds.

C. Pull List coverage provided by an HSO is to be counted towards the ACGME duty hours rules and will be logged by the HSO on the date the coverage is provided.

D. In order to be eligible for being assigned coverage, a housestaff officer shall not be scheduled for any regular on-call duties during the month of assignment to pull coverage.

E. Pull coverage shall be first offered to housestaff officers within the same department as the absent housestaff officer who volunteer for such duty. If more than one housestaff officer volunteers then the coverage shall be rotated on an equal basis. If there are no volunteers within the department, the Chief Resident shall then assign coverage on an equal basis.

F. In order to provide pull pool coverage for CIR delegates to attend the CIR annual convention, each academic year the Trust shall maintain a balance of an amount equal to 12 shifts (at the Saturday/Sunday Holiday shift rate) in the pull pool until CIR notifies the Trust in writing to release the unused funds.

G. Payment shall be made as follows per each on call period and each shift covered.

ER Sat/Sun/Holiday Day Shift	$290
ER Night Shift Monday-Friday	$290
ER Sat/Sun/Holiday Night Shift	$375
Call Monday-Friday	$425
Call Sat/Sun/Holiday	$450

H. Newly employed housestaff who arrive during the month of June and who submit pull coverage claims for coverage performed during that month, shall be paid out of the annual pool, which begins in the immediate subsequent month of July.

I. If the yearly pull fund balance reaches a level where there is not enough monies to fund the first unpaid claim, such claim shall nevertheless be paid in full.

J. Housestaff in the Department of Psychiatry that are scheduled for regular on call status, shall still be entitled to pull coverage. If this situation should occur in any other Department, the parties shall meet within fifteen (15) days to address and resolve the matter.

Section 5: Unused Pool Funds

Any funds remaining in the pull list coverage pool at the end of the academic year shall be rolled over for use in the next academic year.

Section 6: Pull List Coverage Pool Claims Procedure

All claims shall be made on the form agreed to by CIR and the Trust. Claims are to be submitted within thirty (30) days of the end of the rotation for which the claim is made. The

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Trust shall provide the union a copy of the processed form within thirty (30) days receipt of a properly completed claim form. The Trust shall make payment of approved claims within thirty (30) days of receipt of a properly completed claim form.

Section 7: Reports

The Trust shall provide the union with monthly reports of expenditures identifying each housestaff officer receiving payments by name, department, and the date(s) of such coverage. The parties shall meet from time to time to examine the usage data. In the event usage looks as if it may exceed the annual cap, the Trust shall inform the union and the parties shall meet to discuss how best to handle the coverage and/or compensation, if any.

Section 8: Schedules

Upon request, the Trust will provide the Union with copies of departmental housestaff work schedules including on-call, vacation, and rotational assignments.

Section 9: No Forced On Call Make Up

Vacations, sick leave, and other contractually approved leave time shall not be counted as time during which a duty to work on-call assignments accrues or accumulates. That is, the frequency of on-call duty during part of a month or a rotation may not be increased to force a housestaff officer to make up on-call duty missed during a contractually approved leave time.

Section 10: Scope of Practice

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

Article 4
Leave

Section 1: Vacations

A. All housestaff officers shall receive four (4) full weeks of (duty-free) vacation per residency year.

For purposes of this Article, a week shall consist of five (5) consecutive workdays (Monday through Friday) plus an attached two-(2) day weekend. (This shall mean, for example, that four (4) full weeks vacation shall mean twenty (20) workdays and eight (8) weekend days off from all in-patient, outpatient, phone, or beeper duties.)

B. Lesser vacation time of up to one week may be provided where appropriate specialty boards specifically mandate lesser vacation time. In such event, the housestaff officer affected shall be paid for the lost vacation time at the end of the residency year.

C. Advance requests by housestaff to their departments to schedule four (4) consecutive weeks or to divide vacation into shorter periods shall not be unreasonably denied by the department. Housestaff officers will be notified in writing of the dates of their scheduled vacation at the time the department's annual schedule is made up.

D. Professional meeting attendance required by a Chief of Service and sick days (while the HSO has unused paid sick time) shall not be deleted from vacation time or pay.

Section 2: Sick Leave

A. Sick Days: Housestaff officers shall accrue, as of the commencement of their employment, and annually thereafter, fourteen (14) days of paid sick leave. Unused sick leave may be accumulated and carried over to subsequent years. Sick leave may be used for illnesses caused or contributed to by pregnancy.

B. FMLA Notice: Housestaff officers should make requests for pregnancy, maternity or other FMLA leaves of absence at least thirty (30) days in advance.

C. Pregnancy and Disability: The Trust will make reasonable accommodations for housestaff officers who are pregnant or who are temporarily and partially disabled, upon their request and with proper notification to their departments and documentation from their personal physician. Such accommodation may include the assignment of electives and rotations appropriate to the employee's condition, reasonable and limited night call, and limited exposure to particularly harmful disease, radiation, and chemicals. Such requested changes shall be in conformity with the rules of the housestaff officer's specialty board.

The hospital may require such housestaff officers to present documentation from their personal physician that they are able to continue at or return to work. Pregnant housestaff officers may continue to work as long as they perform their modified duties in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use their accrued paid and unpaid leave time as specified in this Article.

Housestaff officers shall be allowed to use sick or vacation leave for child birthing training classes for themselves or with their spouses as necessary. Adoption shall be treated the same as birth for all appropriate leave-time purposes. Any child- or day-care services provided to other hospital employees shall also be offered to housestaff officers.

Section 3: Leave of Absence without Pay

Housestaff officers shall be entitled to take leave in accordance with the Federal Family and Medical Leave Act and the County's Family Leave Ordinance.

Upon request, the Trust may grant up to one year of leave for medical or family reasons (including pregnancy and child care), inclusive of any accumulated sick and vacation leave and any unpaid leave under the Family and Medical Leave Act and the County's Family Leave Ordinance. After such leave, the housestaff officer shall return to his/her program retaining the same status held at the beginning of the leave.

Section 4: Professional Leave

With the approval of their Chief of Service, housestaff officers may be granted leave with pay to take examinations and to attend educational conferences and seminars.

Any request for such leave shall be submitted in advance to the Chief, who may grant such leave when consistent with the staffing requirements and objectives of the program.

Section 5: Bereavement Leave

A. The housestaff officer shall be granted bereavement leave in the event of a death in the immediate family. Immediate family is defined as: spouse, employee's or spouse's children, mother or father; the employee's sister, brother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or any other person in the general family whose ties would normally be considered immediate family and who is living within the same household (proof may be required). For the purposes of this section "spouse" shall be understood to include a significant other living within the same household.

Bereavement Leave provides pay for three (3) workdays for the number of regularly scheduled hours for the housestaff officer. Absences in addition to three (3) workdays of bereavement leave may be charged to sick leave or vacation.

B. Emergency Funeral Leave: The housestaff officer shall be granted emergency funeral leave in the event of a death of a housestaff officer's mother-in-law or father-in-law, provided the housestaff officer actually attends the funeral.

Emergency funeral leave provides pay for three (3) workdays for the number of regularly scheduled hours for the housestaff officer. Absences in addition to the three (3) workdays of emergency funeral leave may be charged to vacation.

Section 6: Military Leave

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

Section 7: Voting

The Trust agrees to afford housestaff the same rights for voting time off with pay (not to exceed one (1) hour) for local and general elections as is afforded to other employees and under the same general conditions.

Section 8: Jury Duty

Housestaff officers 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, the employees should present official notice of jury duty or subpoena to their immediate supervisor or department.

Section 9: Witness and Jury Fees

A housestaff officer who is subpoenaed by 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 Public Health Trust properly endorsed. However, jury fees shall be retained by the employee.

Section 10: Union Functions

The total amount of paid time granted to housestaff designated by the union to attend union functions (e.g., conventions) cumulatively shall not exceed sixty (60) working days per residency year.

Time spent in negotiations, representation of employees, committee meetings, or participation in any activities at the behest of, or on behalf of, the Public Health Trust, are not deducted from the union function leave as stated above.

Housestaff Officers shall not be required to make up union leave time. Prior approval of the Chief Medical Officer or designee shall be obtained. Said approval shall not be unreasonably withheld.

Section 11: Holidays

The Public Health Trust past practice regarding the scheduling and pay for holidays for housestaff officers shall continue. ~~However, effective upon ratification, the Holiday Administrative Day will be eliminated.~~

Section 12: Contract Year Extension

A housestaff officer's contract year shall be extended with full pay and benefits for up to sixty (60) calendar days in order for the housestaff officer to complete his/her residency requirements following approved leaves. If the housestaff officer needs additional time to complete his/her residency requirements, he/she may apply to the Chief of Service for permission to complete the requirements without pay or benefits.

Section 13: Insurance Extension

The extension of insurance coverages will continue during the designated medical or sick leave as specified in the enrollee's benefit plan and/or as covered by COBRA, FMLA, or other governmental regulation.

Article 5
Prevailing Benefits

Section 1:

Unless specifically provided for or abridged herein, all wage and economic benefits, specifically provided by the Public Health Trust and currently in effect, shall remain in effect under conditions upon which they have previously been granted.

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

Section 2:

The Trust shall notify the union in writing at least four (4) weeks in advance of any proposed changes to Trust policies, rules, practices, or procedures as in Section 1 above that impact on housestaff.

If requested by the union within two (2) weeks of such notification, the Trust will meet with the Union to discuss the proposed changes and to negotiate in good faith over the impact of such changes on Housestaff.

Article 6
Group Health Benefits Coverage

Section 1: Group Health Insurance

~~A. For all employees hired before the beginning of the 2013-2014 academic year, the Trust shall continue to provide without charge to the housestaff officer's single and dependent (spouse and children) group health insurance coverages until June 30, 2015, in accordance with current benefit levels and procedures in existence for the bargaining unit at the execution of this Agreement.~~

~~B.~~A. All insurance coverages, including coverage for pre-existing conditions, shall be in effect starting the first day the housestaff officer is on payroll and there shall be no time gaps in coverage for newly appointed housestaff or their dependent family members.

The Trust shall offer COBRA rights and advance information in a timely way to all housestaff officers who are completing their appointment.

~~C. For all employees hired before the beginning of the 2013-2014 academic year, the Trust shall continue the practice of full coverage without charge for JMH pharmacy provided prescriptions for housestaff officers and their covered dependent family members until June 30, 2015, in accordance with the current benefit levels and procedures in existence for the bargaining unit at the execution of this Agreement. Prescriptions may be written by any post residency doctor including JMH in-house attending physicians.~~

~~D. Except as provided in paragraphs F and G, below, the Trust shall not diminish the benefit levels and agrees to give sufficient notice to the union prior to implementing any proposed change in benefit levels and procedures.~~

B. For the plan year 2017 and 2018, either party may reopen this Article no later than six (6) months prior to the end of the preceding plan year to negotiate plan design and premium contributions, including but not limited to copays and deductibles. No modifications to plan design or employee premium contributions shall be made absent negotiations pursuant to Chapter 447, Part II, Florida Statutes.

~~E.~~C. The Trust and CIR shall establish a union/management committee to review and make suggestions for improvements to the housestaff group health insurance package including the mental health and dental components of the program. The Trust and CIR shall work together to find creative solutions to reducing out-of-pocket premium costs for PHT employees.

~~F.~~D. The Trust shall provide all ~~new~~ housestaff officers ~~hired after the beginning of the 2013-2014 academic year~~ with the JHS/PHT Health Plan, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, and co-insurance.

~~With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement to negotiation 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.~~

~~G. Effective July 1, 2015, the Trust shall provide all housestaff officers with the JHS/PHT Health Plan, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, and co-insurance.~~

~~With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement to negotiation 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.~~

Section 2: Life Insurance

The Trust will continue to provide all bargaining unit members with $50,000 worth of group term-life insurance. Bargaining unit employees will continue to be afforded the current option of purchasing additional term-life insurance at group rate.

Section 3: Salary Continuation and Disability Coverage

The Trust shall continue to provide disability insurance on the same terms as previously provided, except that the waiting period for benefits will be ninety (90) days. However, the Trust shall continue to pay the housestaff officer for the first ninety (90) days. Disability Insurance shall cover the housestaff officer from the ninety-first (91st) day provided the claim is filed and eligible for coverage.

Section 4: Dental and Vision Insurance Coverage

~~A. For all employees hired before the beginning of the 2013-2014 academic year, at no additional cost to the housestaff, single and dependent dental and vision insurance will be provided by the PHT in accordance with this article until June 30, 2015, in accordance with the current benefit levels and procedures in existence for the bargaining unit at the execution of this Agreement.~~

~~B. The Trust shall provide all new housestaff officers hired after the beginning of the 2013-2014 academic year with the JHS/PHT Dental and Vision coverage, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, and co-insurance.~~

~~With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement to negotiation 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.~~A. ~~Effective July 1, 2015, all~~ All housestaff officers shall be provided the JHS/PHT Dental and Vision coverage, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, and co-insurance.

~~With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement to negotiation 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.~~

Article 7
Malpractice and Liability Coverage

With respect to liability for negligence, the Trust agrees that each housestaff officer's activities in discharge of responsibilities under this Agreement, at Trust facilities, are governed by Section 768.28(9)(a), Florida Statutes, which provides that no housestaff officer shall be held personally liable in tort (including attorneys fees and costs) in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his/her employment. However, a housestaff officer may be held personally liable for injuries or

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damages resulting from any act of omission or commission performed in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property.

The Trust shall provide all public records to the union concerning its self-insurance plan including, upon request of CIR, a copy of the hospital's Uniform Financial Report and Annual Financial Report, as certified by the Trust's accountants. The Trust shall give the union advance written notice of any proposed changes in its self-insurance plan or malpractice coverage or related procedures that would impact on housestaff officers.

Each housestaff officer shall be required, as a condition to the provision of coverage, to provide written notice as soon as practicable to the Trust's Risk Manager of any act or omission herein before set forth, which has resulted or may result in a claim or suit against a housestaff officer or the Trust and about which he/she has received written notice.

In the event that any legal action is taken against any housestaff officer in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his/her employment or function pursuant to Section 768.28 (9)(a) of the Florida Statutes, either jointly or individually, the Trust shall notify the housestaff officer and defend such action at its expense, and the housestaff officer shall fully cooperate with the Trust in the defense thereof. The Trust shall also defend against any such actions reported or filed after completion of the housestaff officer's employment with the Trust.

As provided by Section 768.28(9) of the Florida Statutes, the Trust shall be responsible for payment of any settlements or judgments incurred as a result of any act, event, or omission of action occurring within the scope of the housestaff officer's employment.

The Trust shall have the right to adjust, settle, or compromise any claims, suit, or judgment in respect of any obligation or liability of any housestaff officer covered hereunder.

When a housestaff officer is directed by the Trust to work at facilities, not operated by the Trust, the housestaff officer shall continue to be an employee of the Trust and under the control of the Trust and shall continue to receive the sovereign immunity protection of Section 768.28 of Florida Statutes.

In addition to the sovereign immunity protection of Section 768.28 of Florida Statutes, if the housestaff officer is directed by the Trust to work at an institution not part of the Trust located outside the State of Florida, but within one of the other forty-nine states, the Trust shall provide insurance coverage for the housestaff officer pursuant to the Trust's Risk Management Division policy for the duration of the out-of-state training.

In addition to the sovereign immunity protection of Section 768.28 of Florida Statutes, if the housestaff officer is directed by the Trust to work at a non-hospital/practitioner-based setting not part of the Trust, the Trust shall provide insurance coverage for the housestaff officer pursuant to the Trust's Risk Management Division policy for the duration of the practitioner-based training.

Article 8
Non-Discrimination

There shall be no discrimination against any housestaff officer on account of race, color, creed, place of medical education, national origin, sex, age, marital status, disability, religion, political belief or affiliation, sexual orientation, and/or union membership or activity covered or described under this Agreement.

It is the goal of the Trust to promote a workplace that is free of sexual harassment. Sexual harassment is a form of sexual discrimination that is prohibited by Title VII of the Civil Rights Act of 1964, as amended, and with JHS Policy and Procedure Manual Code No. 323 – "Sexual Harassment."

The Trust must provide an educational and work environment in which housestaff may raise and resolve issues without fear and intimidation or retaliation. All housestaff officers covered by this Agreement will not be discriminated against for the exercise of their right: to join and assist the Union or to refrain from such activity; to serve as or designate representatives for the purpose of processing grievances; 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 Relation Act (PERA) or other pertinent laws or provisions of this Agreement.

Article 9
Maintenance of Residency Programs

Section 1:

In the event the Trust decides to terminate or reduce the size of one or more of its programs, it shall notify each housestaff officer affected and CIR within thirty (30) days of its decision. The failure to notify CIR or a housestaff member of the Trust's intent to discontinue a program shall not prevent the Trust from discontinuing the program, but may be grounds for continuing the housestaff member's employment for the thirty (30) day period of notification.

Section 2:

In the event the Trust receives notification that a program is not to be accredited, to be placed on probation, or similarly to have its professional status adversely affected, the Trust will notify the housestaff members in the program and CIR. CIR and affected housestaff members will be provided with information concerning the Trust's future plans for the affected program.

Section 3:

In the event the Trust determines to reduce the number of housestaff officers in a program, reductions will first be made by reducing the number of persons hired. If additional reductions are made, they will be made on the basis of time left to complete the program. Persons with the least time remaining in the program shall be the last to be reduced. In the event of a tie between two or more persons, the tie will be broken by random lottery. Residency standards shall be maintained during any reductions. ACGME regulations will be following regarding program termination and reduction. Incumbent residents who continue to perform on a satisfactory level shall be guaranteed the opportunity to complete that residency year.

Section 4:

The Trust shall make good faith efforts to assist housestaff officers adversely affected by the reduction of a program or its withdrawal of accreditation to find placement in another position in an accredited program. Such efforts shall include residency position search assistance, the provision of honest letters of reference, and the granting of reasonable time off for interviews, consistent with patient care needs.

Article 10
Individual Contracts and Renewals

Section 1: Individual Contracts

A. Each housestaff officer shall, prior to his/her appointment, receive a written individual annual contract not inconsistent with the provisions of this collective bargaining agreement which shall generally set forth the terms and conditions of his/her appointment. No individual housestaff officer may waive his or her rights under this collective bargaining agreement without the written consent of CIR.

B. Effective upon ratification, the terms of this initial collective bargaining agreement shall supersede terms and conditions specified in those individual contracts executed prior to the effective date of this Agreement.

Section 2: Form of Individual Contract

The form of individual contract (which may be in the form of a letter of offer which outlines the term of appointment, salary, department, PGY level, and references the CIR contract) presently used by the Trust shall be made available to the union, and if changed, a copy of any such change shall be furnished to the union. The parties' agreement to use a letter of offer is a result of the parties' understanding that the collective bargaining agreement governs the terms and conditions of employment for the unit and that individual contracts of employment are no longer appropriate. The use of a letter of offer rather than individual contracts is not intended to enhance or diminish any procedural or substantive rights or benefits contained in the collective bargaining agreement.

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Section 3: Letter of Completion and Certificate

The service shall issue the appropriate letter of completion for each housestaff officer upon completion of each residency year and the hospital shall issue the appropriate certificates upon the satisfactory completion of the training program and clearance by the Graduate Medical Education Office. Printed certificates will be furnished upon satisfactory completion of a program.

Section 4: Renewal of Appointments

A. The parties agree that the decision to renew the appointment of a housestaff officer is not subject to negotiation, and neither is it grievable through this collective bargaining agreement. However, the Trust shall take all administrative steps within its control to ensure that housestaff officers are notified of academic competency deficiencies as follows:

This section will address the process to be utilized when a housestaff officer is not meeting academic expectations of a program:

a. Housestaff officers with annual contracts shall be notified in writing no later than January 15, if their appointment is not to be renewed for the next year of a given residency program.

b. Housestaff officers in jeopardy of receiving a letter of non-renewal will be given a ~~remediation~~ Performance Improvement plan where appropriate to address performance issues, in order to provide sufficient time to meet program expectations and show significant improvement in identified areas of deficiency. Performance Improvement Plans should be competency based. The ACGME requires certain programs to implement Independent Learning Plans. Although required by the ACGME for certain programs, Program Directors who lead programs not requiring Independent Learning Plans can involve the housestaff officer to develop an Independent Learning Plan in lieu of a Performance Improvement Plan, where appropriate. This Independent Learning Plan is meant to first be created by the housestaff officer as a self-reflection of their individual deficiencies that will be discussed and endorsed by the program director or designee. A Performance Improvement Plan and an Independent Learning Plan are simply feedback, and are not considered reportable actions. If the Program Director determines that a housestaff officer is not meeting academic standards, or has failed to satisfactorily cure deficiencies, the Program Director may elect to take further action which may include one or more of the following steps:

    i. Additional Performance Improvement Plan; or
    ii. Reportable Actions:
        1. Requiring a housestaff officer to repeat a rotation, which in turn extends the required period of training;
        2. Election not to advance a housestaff officer to the next PGY level;

3. Election to ~~dismiss a housestaff officer from~~ the residency or fellowship ~~program (also known as non-renewal).~~

c. Reportable Actions are those actions that the Program must disclose to others upon request, including but not limited to, the following: future employers, privileging hospitals, credentialing boards, and licensing and specialty boards.

d. Housestaff officers with contracts of less than twelve (12) months shall be given notice of non-renewal along with a ~~remediation plan~~ Performance Improvement Plan as outlined above where appropriate to address performance issues, in order to provide sufficient time to meet program expectations and show significant improvement in identified areas of deficiency, by the first day after one-half of the housestaff officer's contract.

e. If the notice is not timely given the employee will be renewed.

f. Housestaff officers will be informed no later than March 1st if they are not going to be advanced to the next PGY level the following year. After March 1st, advancement may be rescinded by the department if the housestaff officer fails to meet ACGME, ADA, AOA, or APMA requirements or standards for satisfactory completion of all or part of that year and the department has counseled and so advised the housestaff officer in a timely way.

A housestaff officer may seek review for advancement decisions in the same manner as a non-renewal.

B. Should a question arise regarding the timely non-renewal of the appointment or the non-advancement of a housestaff officer, such non-renewal or non-advancement may be appealed by presenting a written appeal no later than fourteen (14) calendar days after the receipt of written notification of non-renewal or non-advancement, to the appropriate Chief of Service. The Chief of Service shall respond to the written appeal within fourteen (14) calendar days following the receipt of the written appeal.

If the Chief of Service's response is adverse to the housestaff officer, the affected officer and/or the CIR may file a written appeal to the Chief Medical Officer, within fourteen (14) calendar days following the receipt of the response from the Chief of Service.

The Chief Medical Officer, along with two Chiefs of Service (neither from the affected employee's service) shall review the written appeal. One Chief shall be selected by the Chief Medical Officer and one by the union and/or the affected HSO. The panel shall meet within fourteen (14) calendar days of the notice to the Chief Medical Officer to give the housestaff officer and union an opportunity to present statements and information (such as documents and witnesses) on his/her behalf and to give rebuttal to any statements or documents presented. Members of the panel may ask questions of persons appearing before it and/or arrange for the presentation of any information which would assist it in reaching a decision.

This panel's meeting shall not constitute a hearing, and the rules with respect to the presentation and examination of testimony and evidence used for formal hearings and arbitrations shall not apply. If there are additional issues of fact or procedure in question, the panel may call for further investigation and meetings before rendering a final, written decision. The panel shall render a decision to accept, reject, or modify the department's decision for non-renewal, such decision to be issued no later than fourteen (14) calendar days from the conclusion of the review. The determination rendered by such Medical Panel shall be final and binding on all parties and shall not be subject to grievance or arbitration.

C. Nothing in this Article shall be construed to prevent the Trust from exercising its managerial rights to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

Section 5: Notification and Licensing

The PHT shall process all housestaff unlicensed physician registrations as well as renewal and/or training requirements for continued employment. Each housestaff will receive written status notification from the PHT ninety (90) days prior to the expiration of her/his unlicensed physician registration, renewal and/or training requirements for continued employment. It will be the responsibility of each department chairperson or his/her designee to provide such written notification to each housestaff officer. Subsequent to notification, the housestaff officer shall submit the completed application to the GME Office at least thirty (30) days prior to expiration. If a housestaff officer is not properly notified, any subsequent delay in obtaining registration or renewal and required training shall be the responsibility of the PHT. If the housestaff officer's registration and/or training expire due to insufficient notification and/or processing as a result of the Trust's failure to take action within its control, the housestaff officer will be placed on paid administrative leave status until his/her registration or training is current.

Article 11
Grievance and Arbitration Procedures

Section 1:

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 of and application of the provisions of this Agreement.

The parties further agree that other disputes shall be reviewable and appealable as set forth in other parts of this Agreement and that the union-management committee may address concerns not falling under the grievance/arbitration or other appeal procedures.

Section 2:

Except as otherwise provided in this Agreement, the term "grievance" shall mean:

A. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;

B. A claimed violation, misinterpretation, or misapplication of the rules, regulations, authorized existing policy, practice, or orders of the Trust affecting housestaff.

The following shall not be considered grievances: a formal or informal counseling, disputes over progress in the educational program, discharge of clinical responsibilities, the timely decision to renew the appointment of a housestaff officer, advancement decisions, a program termination, and any matters for which other appeal procedures are provided for in this Agreement (or otherwise specifically made available to this bargaining unit).

Section 3:

A class grievance (general grievance) shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances should attempt to name all employees or classifications covered in a grievance; however, the absence of a housestaff officer's name shall not exclude him/her from any final decision or award.

Class grievances, at the option of the union, may be submitted at Step 2.

Section 4:

Each written grievance, when filed, shall contain a brief statement of the facts of the violation claimed (including the date, or approximate date, upon which the violation occurred), together with the article(s) of the contract violated, grievant name(s), Program Director, and the remedy sought.

Section 5:

Grievances shall be processed in accordance with the following procedure:

A grievance may be brought no later than fourteen (14) calendar days after the date on which the grievance arose (or was reasonably likely to have become known) by an individual housestaff officer and CIR, or by CIR alone, and shall be undertaken pursuant to a two (2) step grievance procedure as follows:

Step 1. The aggrieved employee, and/or the union, shall discuss the grievance with the concerned Chief of Service or designee. The Chief of Service or designee shall respond to the grievance within (14) fourteen calendar days. Grievances of an administrative nature not directly under the control of the Program Director may be filed with the Associate Director of Employee and Labor Relations, or designee of the CHRO.

Step 2. If the grievance has not been satisfactorily resolved in Step 1 thereof, the aggrieved employee and/or the union may appeal to the Chief Medical Officer within (14) fourteen calendar days. The Chief Medical Officer may conduct a meeting with the employee

and Union representative and shall issue a written response to the employee with a copy to the union within (14) fourteen calendar days of the appeal.

Section 6:

Failure by the employee or the union to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the Public Health Trust to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

Section 7:

Each party shall be allowed one (1) extension of time, not to exceed seven (7) calendar days. This extension can be used only once during the grievance. The other party must be notified of the requested extension. Additional extensions may be granted in good faith settlement discussions or by mutual agreement.

Section 8:

The parties acknowledge that as principle of interpretation, employees are obligated to work as directed while grievances are pending. This does not limit the rights an employee may have under federal, state, or local laws where the employee is faced with an immediate physical danger at work.

Section 9:

Individual grievants and a representative of the grievant class will be permitted to attend any grievance meeting scheduled by the Trust. Meetings will be scheduled at times mutually convenient to the persons involved.

Section 10: Employer Responses

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

Section 11: Arbitration

A. If the union is not satisfied with the reply in Step 2 of the grievance procedure, the union shall have thirty (30) days to file a request for arbitration to Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) and provide a copy to the Trust.

B. The union shall request a list of seven (7) arbitrators from Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (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. Nothing herein shall prohibit the parties from agreeing on an impartial arbitrator outside the above procedure.

C. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be rendered in writing with copies of the award promptly furnished to both parties, no later than thirty (30) calendar days after the conclusion of the hearing, and such decision shall be final and binding.

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

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

F. Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment. Matters excluded from the grievance procedure are not arbitrable.

Article 12
File Materials

Section 1:

Each housestaff officer shall have access, upon his/her request, to his/her hospital and departmental files, including the right to copy any documents therein, excluding only recommendations received in connection with the hiring of the housestaff officer written on the express condition of confidentiality.

Upon the housestaff officer's request, access to the file(s) and copies shall also be given to the union.

Section 2:

Housestaff officers shall have the right to place in their files a response to any evaluatory or adverse statement in their file.

Section 3:

A. Housestaff officers will be given copies of records of counseling sessions, evaluations, warning or disciplinary letters, adverse reports, and similar documents in a timely fashion.

B. A housestaff officer shall be required to sign and date a form or statement to acknowledge only that he/she was shown or given a copy, but such signature does not necessarily mean agreement or acceptance of any of its contents. If the housestaff officer declines to sign such document, the offer and its date shall be noted and witnessed.

C. Documents listed in 3(A) above (i) not shown, signed, and dated by the housestaff officer as above, or (ii) not offered to the housestaff officer and so noted and witnessed when offered, will not be considered in any disciplinary hearing.

Article 13
Corrective Action, Discipline, and Appeal Procedures

Section 1:

The Chief of Service (hereafter "Chief" or "Chief of Service") or his/her designee shall periodically consult with the housestaff officer about his/her progress in the residency program and discharge of clinical responsibilities. The Chief of Service shall give notice of any deficiencies, improvement required, and plan to accomplish such, and time within which the improvement must be made.

Continued deficiencies in performance after counseling may result in non-renewal or non-advancement/non-certification, reprimands, or disciplinary action, as below.

The housestaff officer shall regularly be given photocopies of his/her evaluations. The fact and date of counseling shall be documented.

Discipline by the employer or Chief of Service may include relief of the housestaff officer from clinical duties and/or reassignment to other duties, suspension with or without pay, termination for unsatisfactory performance and/or conduct in discharging clinical responsibilities, for conduct unbecoming an employee, or for excessive tardiness or absenteeism.

Section 2:

Any housestaff officer covered by this collective bargaining agreement shall not be discharged or disciplined without just cause. The employer or Chief will follow progressive disciplinary procedures whenever appropriate, and in all instances will have the burden of proving just cause for disciplinary action.

Whenever it is alleged that a housestaff officer's discharge of clinical responsibilities is unsatisfactory or that he/she has violated any law, rule, regulation, or policy, that housestaff officer shall be so notified and informed of the areas deemed unsatisfactory, or law, rule, regulation, or policy allegedly violated.

The employer or Chief shall initiate an investigation prior to notification to the housestaff officer of a pending disciplinary action. The employer or chief shall conduct the necessary investigation to include full consideration of any documentation submitted by the housestaff officer prior to making a final decision.

The employer or Chief agrees to inform the housestaff officer and union of their right to representation in the disciplinary process. The employer or Chief will give the housestaff officer 48-hours written notice providing date, time, and place that a disciplinary/counseling session is scheduled. This notice will include the law, rules, regulation, or policy allegedly violated and the nature of the alleged violation.

Disciplinary action determinations will not be rendered until the completion of the presentation and rebuttal meetings. Where the employer or Chief of Service and the housestaff officer, together with his/her representative, through use of documents and witnesses, have opportunity to present their respective cases. Rebuttal meetings should be scheduled within fourteen (14) calendar days, unless time is extended by mutual agreement. The Chief of Service, or the employer shall render a written decision within seven (7) calendar days after the rebuttal meeting. The Union and the housestaff officer shall receive a copy of the rebuttal decision.

The housestaff officer may request, within fourteen (14) calendar days, that the Chief Medical Officer or his/her designee meet to review or rescind the proposed discipline. The disciplinary action will take effect unless the housestaff officer makes a timely request for review. Unless the Chief Medical Officer rescinds the proposed action, it will become effective following his/her review and decision. The Union and the housestaff officer shall receive a copy of the Chief Medical Officer's decision within (7) seven calendar days.

Section 3: Emergency Situations

Where the Chief of Service, Chief Medical Officer, or their designee makes a tentative determination that a housestaff officer's discharge of his/her clinical responsibilities is so unsatisfactory that to allow him/her to continue in his/her assignment would expose patients to unnecessary medical risks and the hospital to unnecessary liability, he/she may, prior to a hearing, temporarily reassign the housestaff officer to duties other than his/her clinical responsibilities.

Section 4:

In the case of a suspension without pay or termination, the President/CEO of the Public Health Trust may withhold the housestaff officer's compensation when the action becomes effective, as in Section 2 above, while further appeal process and any subsequent grievance or arbitration is being pursued.

Section 5:

A disciplinary action of a suspension without pay or dismissal may be appealed by the housestaff officer disciplined or the union by petitioning the President/CEO of the Public Health Trust for an appeal hearing within fourteen (14) calendar days of receiving notice of the Chief Medical Officer decision. Any such disciplinary action that is not timely appealed shall be considered final as of the date of receipt of the decision.

Upon receipt of a petition, the President/CEO shall direct the Chief Medical Officer to appoint a Peer Review Committee, which shall consist of two housestaff officers and two members of the medical staff. The two medical staff members shall be selected by the Chief Medical Officer and the two housestaff officers by the union. The appointment of the committee shall be within seven (7) calendar days of the receipt of the petition. The committee shall meet within five (5) calendar days of their appointment to agree upon a fifth committee member as chairperson (an attending physician other than a housestaff officer) to conduct a hearing regarding discipline. The panel shall conduct a hearing within ten (10) calendar days after the selection of the fifth committee member. The housestaff officer may bring and be assisted by a union representative or counsel of his/her choosing, may present evidence, and may otherwise fully participate in the proceedings.

After a hearing or hearings, the chairperson shall promptly submit a report regarding the Committee's findings and recommendations within fourteen (14) calendar days to the President/CEO of the Trust and the union for a final determination regarding the disposition of the disciplinary action under appeal. The President/CEO shall issue a written decision to the housestaff officer and the union within thirty (30) calendar days of receipt of the committee's report.

Section 6:

A final determination to terminate the appointment of a housestaff officer shall also terminate any reappointment of the housestaff officer to any subsequent year of training that may have occurred by the terms of this Agreement or otherwise.

Section 7:

If the determination of the President/CEO is adverse to the housestaff officer, the Union may request arbitration in accordance with Article 11, Section 11(B).

Section 8:

Arbitration hereunder shall determine whether just cause or basis exist for the disciplinary action. The arbitrator shall be authorized to accept, reject, or modify the charge or disciplinary action. The arbitrator shall not have the authority to substitute his or her judgment for clinical or academic evaluations, but may issue decisions and create remedies that include impartial evaluation procedures.

Section 9:

Representation and Information: Housestaff officers shall have the right of representation by the union in investigatory meetings and/or hearings. The housestaff officer and his/her representative shall have the right, prior to all hearings, to receive and review all statements and other documents on which the proposed charges are based, along with other appropriate materials.

At formal hearings (the Peer Review Committee hearing or in arbitration), the housestaff officer shall have the right to confront and question all witnesses, under oath where appropriate, and shall have the full and unimpaired right to present such evidence as the housestaff officer and union may deem necessary.

Section 10:

All written notices required to be sent to the housestaff officer and union pursuant to this article shall be by certified mail or personal delivery by the Chief of Service, Chief Medical Officer, or designees. The date of receipt shall be documented.

Section 11: Reprimands

Reprimands may be appealed by the employee through the grievance procedure up to and including Step 2, but shall not be further appealable to either an arbitrator or to the Peer Review Committee. Within thirty (30) calendar days of the receipt of the Trust's reply to such a grievance at any step of the grievance procedure, the housestaff officer and/or the union shall have the right to file a written response to the written reprimand and have said response inserted in the housestaff officer's personnel folder.

Section 12:

Written reprimands and records of counseling, together with any reference to such reprimands and records of counseling, excluding performance evaluations, shall cease to be of any force or effect for employment purposes after a two-year period from receipt of the record of counseling or written reprimand in which the housestaff officer has received no further disciplinary action or records of counseling.

Section 13: Rescinded Disciplinary Actions

Documents reflecting disciplines that have subsequently been rescinded shall be appropriately noted as either "no longer in effect" or "rescinded," in accordance with the requirements of the Florida Public Records Act.

Article 14
Impaired Physician

The Trust will continue to comply with applicable requirements of the ~~Physician Recovery~~ Professionals Resource Network (PRN) and to use their services as a primary resource for confidential housestaff post-treatment monitoring. Initial confidential evaluations and treatment will be coordinated by the housestaff officers' health insurance plan. The parties agree that nothing in this Article shall be construed as a waiver by the Union of any individual HSO's rights under the Health ~~Information~~ Insurance Portability and Accountability Act (HIPAA), as amended, or under any other federal, state, or local law. Any housestaff officer on leave from work and using services through the PRN shall provide their program director regular written updates (every 30 days) from the PRN or treatment provider regarding the housestaff officer's status, including the treatment program the housestaff officer is enrolled in/receiving treatment through; the anticipated length of the program/treatment; any deviations from or extensions to the length of the program/treatment; and the anticipated return to work date of the housestaff officer; provided that the housestaff officer shall not be punished if the failure to provide a timely report is due to delays by the PRN or treatment provider.

With the exception of updates regarding anticipated return to work dates, these updates shall be provided to the program director not less than every thirty (30) days while the housestaff officer remains on leave from work. An update regarding a housestaff officer's anticipated return to work date shall be provided to the program director within ~~two (2)~~ five (5) business days of any change thereto.

Changes in a housestaff officer's treatment programs or plans, including, but not limited to, changes to the anticipated length of the program/treatment or anticipated return to work date, shall not be the basis for disciplinary action by the PHT. Notwithstanding, absent written approval from the Chief Medical Officer or designee, a housestaff officer's leave for treatment under this article shall not exceed one (1) year. Should the leave for treatment exceed one (1) year without written approval from the Chief Medical Officer or designee, at that time the housestaff officer will be considered to have voluntarily resigned and withdrawn from the Graduate Medical Education program.

Section 1: Toxicology and Alcohol Testing

The Trust and the union recognize that employee substance and alcohol abuse can have an adverse impact on the Public Health Trust's operations, the image of employees, and the general health, welfare, and safety of the employees and the general public.

Employees reasonably believed to suffer from substance abuse may be referred, at the Trust'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 authority to require that employees submit to such testing be approved by a Chief of Service, or higher authority within the GME Program, or the JHS/PHT Chief Medical Officer or designee , to ensure proper compliance with the terms of this Article.

The Trust 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 substance or alcohol abuse, or is in violation of the Trust Rules regarding the use of such substances.

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 tests, or the employee's 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 provisions of the Trust rules and this collective bargaining agreement.

The parties agree that toxicology and alcohol testing are an acceptable part of Public Health Trust required physical examinations.

Section 2: Physical and Psychological Impairment

A Chief of Service or his/her authorized representative, in consultation with the Chief Medical Officer or designee and Designated Institutional Officer or designee, shall have the authority to require employees that have been determined, through reasonable suspicion, to possibly suffer from a physical, psychological, or psychiatric impairment, which may prevent the employee from satisfactorily performing the complete duties and responsibilities of their positions, 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 their position.

Such examinations will be performed by a physician approved and appointed by the Public Health Trust. The results of such examination(s) shall be promptly furnished to the concerned Chief of Service or their authorized representative and the Chief Medical Officer.

The result of the applicable information submitted by the examining physician to the Public Health Trust should be limited to information that is pertinent to the issues of the employee's ability to perform the duties and responsibilities of their position.

Based upon the results of such examinations and other relevant information, the Chief of Service, upon consultation and approval by the Chief Medical Officer, may place the employee on either paid or unpaid compulsory leave in accordance with the provisions of the Trust's Policies and Procedures until such time as the Trust is satisfied that the employee can return to

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work. The Trust may require the employee or attending physician to furnish additional pertinent medical reports or information deemed necessary while the employee is on compulsory leave.

Should the condition be corrected and so certified by the attending physician or psychologist, the employee may petition the Trust for reinstatement. If the employee's petition for reinstatement is denied by the Chief of Service, disciplinary action must be initiated by the Chief of Service in accordance with the Trust rules. Nothing in the provision of this Article shall prevent the Trust from administering appropriate disciplinary action in accordance with the Trust rules and this collective bargaining agreement.

Article 15
Hospital Committees

Section 1: Union-Management Committee

To maintain good labor relations and to facilitate solving problems of concern to CIR and the Trust, both parties agree to establish a Union-Management Committee. This committee shall be convened quarterly or upon mutual agreement of the parties and shall address issues of concern to either side.

It is understood that appeals of grievances of individual housestaff officers shall not be the subject of these meetings nor shall the meeting be any other purpose which will modify, add to, or detract from the provisions of this Agreement. Matters outside the scope of the grievance and/or arbitration procedures may be subjects for these meetings.

An agenda listing items to be discussed will be forwarded to the other party and receipt confirmed no later than one week prior to the meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent. Each party will bring no more than four (4) representatives to the meeting as well as a reasonable number of additional persons necessary to discuss and resolve the issues.

Within the authority of the committee participants, both parties will make every effort to implement any agreement or plan which results from these meetings. If the participants are unable to implement the findings and recommendations of the Union-Management Committee, the findings and recommendations will be forwarded in writing to the President/CEO, Chief Medical Officer, or designee, as appropriate, for consideration and response within thirty (30) days.

Section 2: Representation on Multi-Disciplinary Medical Staff Committees

A. The parties are jointly committed to the principle of housestaff participation in all standing and special committees which discuss and recommend action which relates to the safety and quality of care rendered to patients and to housestaff working conditions.

B. To this end, a member or members of the bargaining unit will be included as full members of all such committees. The number of housestaff 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 housestaff officers 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: CPR Committee, Pediatric Ethics Committee, Clinical IT Advisory Committee, Pharmacy and Therapeutics Committee, Infection Control Committee, Health Information Management Committee, and Transfusion Committee. The Trust will notify CIR when multi-disciplinary committees change.

E. CIR shall be entitled to two (2) representatives on the hospital's Graduate Medical Education (GME) Committee. Housestaff positions will be filled exclusively by housestaff officers selected by the CIR/JMH chapter. CIR may appoint up to two (2) additional representatives when the Chair of the GME committee and union mutually agree that increased representation will increase departmental diversity.

F. Non-patient activities will be included in duty hours, in accordance with ACGME requirements.

Section 3: Ancillary Support Committee

Both parties agree to establish a joint Ancillary Support Committee to make recommendations regarding ancillary support issues. This committee shall be convened annually or upon mutual agreement of the parties and shall address issues of concern to either side.

An agenda listing items to be discussed will be forwarded to the other party and receipt confirmed no later than one week prior to the meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent.

Within the authority of the committee participants, both parties will make every effort to implement any agreement or plan which results from these meetings. If the participants are unable to implement the findings and recommendations of the Ancillary Staff Committee, the findings and recommendations will be forwarded in writing to the President/CEO, Chief Financial Officer, Chief Medical Officer, or designee, as appropriate, for consideration and response within thirty (30) days. This response is not subject to the grievance arbitration mechanism.

Article 16
Housestaff Conditions

Section 1: On-Call Rooms

A. The ~~hospital~~ Public Health Trust shall provide on-call rooms, bathrooms, and shower facilities which are safe and secure and readily accessible to patient-care areas in all JHS facilities in which housestaff rotate at night. The number of on-call rooms shall be sufficient for housestaff officers on duty at night.

On-call rooms shall have functional locks and a key shall be issued to applicable housestaff officers. On-call rooms shall be properly maintained at least daily. Such maintenance shall include, but not be limited to: sufficient and clean blankets, pillows, linen and towels daily; on-call room bathrooms and showers should be mopped and sanitized on a ~~regular~~ daily basis, and any plumbing or broken furniture issues shall be fixed upon notice to the Graduate Medical Education Department. Each on-call room shall have appropriate lighting, chair, working telephones, and a computer when feasible.

B. A list of on-call rooms shall be provided to the union. The hospital shall not change those rooms without sufficient advance notice and discussion with the union and without providing comparable or better facilities.

C. ~~A Union-Management Committee shall be established to: evaluate the current arrangements regarding on-call rooms; make recommendations establishing priorities and time lines for improvements; monitor implementation of the terms of this Article. The committee's recommendations shall be forwarded to the Chief Medical Officer for a final decision.~~

The housestaff's concerns regarding required improvements to on-call rooms shall be addressed during the monthly labor management meeting where there shall be representatives from the Graduate Medical Education Department and the Employee Labor Relations Department. Any emergency on-call room concerns may be raised outside of the monthly labor management meeting as well by contacting the Graduate Medical Education Department and the Employee Labor Relations Department.

~~The committee shall consider such issues as:~~ Examples of improvements to on-call rooms include, but are not limited to, the following: replacing rooms housing more than four (4) on-call housestaff; having as many of the designated on-call rooms as possible limited to a maximum of two housestaff per room; ensuring gender privacy; providing lighting, work, and phone facilities that minimize sleep disruption of roommates; and increasing the accessibility of in-hospital "(dummy)" computer terminals in or near on-call rooms.

Section 2: Lounges

A. Bargaining unit employees shall have equal access to employee lounge facilities under the same terms and conditions as other Trust employees.

B. The Public Health Trust shall not change lounge space used by housestaff without reasonable advance notice and discussion with the union and without providing comparable or better space and/or facilities.

C. The PHT agrees to provide adequate lounge space and to make every effort to provide equivalent lounge space for housestaff use in all new facilities.

D. The Trust agrees that one of the housestaff lounges shall be located in Central Building on the first floor. The minimum equipment for each lounge will be refrigerator, microwave, computer, and television with cable access where available. The lounge door will be locked and accessible only to housestaff.

Section 3: Parking

A. Current policies and practices affecting housestaff regarding parking and parking fees shall be continued for the life of this Agreement.

B. The Union-Management Committee shall review problems and make recommendations about parking at Jackson and outside rotations.

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

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

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

Section 4: Meal Cards

A. The Trust will provide all housestaff officers with a meal card with a value of $1375.00 per residency/academic year, calculated on an annual rate.

A meal card, as above, is for the reasonable and personal use for food and beverage of the housestaff officer to whom it is issued.

B. Upon request, the Trust shall give the Union a semi-annual printout of meal card utilization.

C. The Trust shall provide a designated line for meal card holders during peak hours to expedite housestaff through cashier lines, and shall consider making changes in cafeteria closing hours to better accommodate housestaff officers' schedules and needs.

D. Housestaff shall have access to any newly dedicated "Doctors' Dining Room."

E. Housestaff officers may not use any unused balances at academic year-end to buy pre-ordered bulk purchases at the Jackson Cafeteria.

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

G. The PHT shall provide healthy food options in the vending machine(s), and the CIR and PHT shall meet within 30 days of ratification to ~~recommend~~ discuss a plan to ensure adequate access to nutritious foods and beverages for housestaff officers in the vending machines at PHT facilities ~~who are working at facilities with no convenient access to food available on their meal card and for housestaff officer on duty in the hospital overnight~~.

Section 5: Moonlighting

A housestaff officer wishing to engage in limited employment in addition to his/her regularly assigned duties must first file a written request with the Chief of the appropriate service and obtain in writing the Chief's approval. Such approval will not be unreasonably denied. The Chief of Service may recommend a reduction in hours or total abolishment of such additional employment, when, in the Chief's judgment, the educational progress or clinical service requirements of said housestaff officer is being compromised.

B. A housestaff officer may engage in limited employment during his/her vacation period(s) with prior written notice and the approval of the Chief of Service. Such approval will not be unreasonably denied.

C. Any hours a housestaff officer works for compensation at the sponsoring institution or any of the sponsor's primary clinical sites must be considered part of the 80-hour weekly limit on duty hours. This refers to the practice of internal moonlighting.

Section 6: Miscellaneous

A. Library: The Trust shall maintain ready access to a medical library with materials and equipment in accordance with the Essentials of Accredited Residencies in Graduate Medical Education. The library shall contain current editions of all relevant texts and journals. Library services will include electronic retrieval of information from medical databases. Housestaff shall have access to the library during the same hours as any member of the medical community.

The Trust shall maintain basic reference materials for housestaff use in departments and units on a twenty-four (24) hour basis near where housestaff perform their duties.

With prior approval of the housestaff officer's Chief of Service, the Public Health Trust agrees to pay for Medline and copying services incurred by the housestaff officer, through a method to be devised between the Trust and the individual services, after consultation with the union.

B. Uniforms/Laundry: The Trust shall provide three (3) laboratory coats and three (3) ciel blue scrub suits to each housestaff officer at no cost for each residency year-- no later than the date a housestaff officer signs his/her contract or a letter of offer.

Without charge to the housestaff officer, the Trust shall regularly launder and replace lab coats and scrubs as necessary.

C. Required Training Courses: The Trust shall provide courses or pay the costs of enrollment and materials for each housestaff officer for any training it requires (e.g., BLS, PALS, ACLS).

D. Lockers: Each housestaff officer will be provided a locker by the Trust.

E. Beepers: Each housestaff officer will receive an initial, working, in-house beeper with batteries free of charge. If the beeper malfunctions, the housestaff officer will receive a replacement beeper free of charge. If the beeper is lost, stolen, or misplaced, the housestaff officer will be required to purchase a replacement beeper at the Trust's cost.

F. Vaccines: Rubella, varicella, and Hepatitis-B vaccines will be offered to all housestaff officers without charge as part of pre-employment physicals as well as to currently employed housestaff officers upon request.

Housestaff officers who report that they have been exposed to HIV, through a needle stick, cut, splash, or other form of contact on the job, will have free access to AZT or other appropriate treatment and counseling 24 hours per day.

G. Mail: The Trust shall provide each housestaff officer a centralized mailbox. At no cost to the housestaff, each housestaff officer will be provided a PHT email address.

The Trust shall maintain existing mailbox locations for department mailboxes. Mailboxes/file folders shall be provided for each housestaff officer in their department. If there is not a suitable location within the department, the union and Trust shall meet to determine another location.

The Trust will provide the union copies of housestaff change of address notices on a monthly basis.

H. Work Space: The Trust will ensure that housestaff officers have sufficient space in or near clinical areas or units to fill out charts and reports and to do other required paper work.

I. Check-out: Housestaff officers shall not be required to turn in pagers, ID badges, uniforms, and the like more than one week in advance of their last day of work. A housestaff officer will be given prior written notice of failure to complete check-out procedures before any Trust action is proposed or initiated. The housestaff officer will not receive a certificate until all check-out procedures have been completed.

Section 7: Professional Allowance

The Trust shall provide each HSO ~~$1,250.00~~ $1,500.00 per residency academic year an allowance to be used for professional/educational expenses. The HSO shall receive the allowance on the first full pay period in September of each academic year. HSO's who commence employment with the Trust after September of any academic year shall receive their professional allowance no later than the beginning of the eighth (8^{th}) pay period from the commencement of employment.

Section 8: PHT-Provided Transportation

In the event a housestaff officer feels fatigued and is concerned about falling asleep while driving from work, then the housestaff officer may avail him/herself of the following alternatives:

1. Available use of a sleep room
2. PHT-provided round-trip public transportation (bus, metro-rail)
3. PHT-provided hospital transportation
4. PHT-provided one-way taxi

Pre-approved notification from the Administrator in Charge of the problem and then notification of the Chief Medical Officer is required.

Section 9: Child Care

A. The Public Health Trust, realizing the importance of having proximate child care available for HSOs and other employees of JHS, is committed to exploring a range of child care options, including but not limited to: the creation of a JHS childcare center, subsidized benefits with nearby existing childcare centers, and childcare reimbursement structures.

B. If and when JHS provides childcare services and/or a center, CIR members will have access to a percentage of the slots in the daycare proportional with their ratio to the overall staff population.

Section 10: Public Service Loan Forgiveness Program Enrollment Support

The Public Health Trust shall take reasonable steps to make conference rooms and/or other space available to CIR for the purpose of holding informational sessions about the Public Service Loan Forgiveness (Hereinafter "PSLF") Program which interested employees shall have the opportunity to attend on paid time as long as the time is approved by the interested employee's supervisor and the attendance does not interfere with the completion of their clinical duties.

In addition the Public Health Trust shall assist employees with completing the PSLF Employment Certification Forms by offering housestaff the option to visit the Physician Services

Office. The Physician Services Office will process and complete the PSLF forms as requests are received from the housestaff.

Article 17
Safety And Health

Section 1: General

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 of the legal liability to provide a safe workplace.

Section 2: Joint Health and Safety Committee(s)

Housestaff may bring health and safety concerns to either the hospital-wide health and safety committee or to the housestaff-specific committee described below.

A. Purpose. The purpose of the committee(s) is to identify and investigate health and safety hazards and to make recommendations on preventive measures.

Additionally, the committee(s) will assist in monitoring all ongoing health and safety programs to assure their effectiveness in preventing hazardous working conditions. Investigation and monitoring may include worksite inspections as requested by the union. The committee(s) shall have the authority to make recommendations to correct health and safety hazards.

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

B. Establishment. The employer will continue to comply with the applicable federal, state, and county laws and regulations pertaining to occupational safety and health. To this end, any unsafe conditions reported by housestaff will receive priority corrective action by management.

If a housestaff officer believes a task or area is hazardous or unsafe, he/she will inform his/her immediate supervisor (or ranking "administrator on duty"). If the housestaff officer and supervisor do not agree on the matter, the housestaff officer 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 condition as soon as possible.

C. Make-Up of the Committee. The housestaff-specific committee shall be composed of eight (8) members. Four (4) shall be designated by the employer and four (4) designated by the union. The committee will be co-chaired by union and management.

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

E. Hospital-Wide Committee. The union may designate a housestaff representative to the hospital-wide health and safety committee. The union shall be given copies of meeting notices, agendas, minutes, and all reports and materials distributed to the committee.

Section 3: New Practices and Procedures

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

Section 4: Protection from Respiratory Hazards and Infectious Diseases

A. Infectious Diseases. The employer shall provide the strongest feasible protection to housestaff officers from occupational transmission of blood-borne 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 blood-borne and airborne infectious disease program.

B. Asbestos. The employer shall inform all housestaff officers about all known materials that contain asbestos in their work areas.

The employer shall notify all housestaff officers 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 housestaff in the area where removal procedures are being performed.

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

Section 5: On-The-Job Assault

The employer has a responsibility to take all reasonably practical steps to protect housestaff officers from physical assault on the job.

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

Section 6: Trust Facility Security

The JHS/PHT will provide secure, limited access to all JHS/PHT facilities to protect bargaining unit employees and patients.

Section 7: Protective Equipment

The Graduate Medical Education Department realizing the importance of having necessary protective equipment for housestaff will address issues of a lack of protective equipment (such as loupes, lead shield/thyroid shield set, lead eyewear, etc.) with each department lacking such equipment and take the necessary steps to work with such department to correct deficiencies. Such steps include but are not limited to ordering new protective equipment, color coding such equipment, and storing such equipment in designated areas only accessible to housestaff. Any issues regarding protective equipment deficiencies shall be addressed during monthly labor management meetings where there shall be representatives from the Graduate Medical Education Department and the Employee Labor Relations Department. Any emergency protective equipment deficiency concerns may be raised outside of the monthly labor management meeting as well by contacting the Graduate Medical Education Department and the Employee Labor Relations Department.

Article 18
Membership

Section 1: Lists

Quarterly, the employer will provide the union with a printout (and electronic copy, if feasible) of the names, departments, PGY levels, and salaries of all the housestaff officers in the bargaining unit. The employer will provide the union with access to the files maintained in the Personnel and Medical Affairs offices from which the union may obtain information concerning the name, title, department, PGY level, and salary of every member of the bargaining unit. At the end of each month the employer will provide the union with a report reflecting the changes since the last quarterly report.

No later than the start of the first week of each May (with monthly updates to follow), the employer will provide the union with a printout of the names, departments, and PGY levels of newly appointed housestaff scheduled to start July 1st.

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Section 2: Contract Booklets

The union will have a sufficient number of copies of this Agreement printed so that each incumbent housestaff officer and each housestaff officer newly appointed during the term of this agreement will have a copy. In addition, the union will print two hundred (200) copies for joint employer and union use. The employer will reimburse the union for 50% of mutually agreed upon costs. The union will distribute copies of this Agreement to all housestaff officers in the bargaining unit.

Section 3: Dues Deductions

A. CIR Membership. Within thirty (30) days receipt of a properly executed written authorization from a housestaff officer, 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 as provided by law. Any employee may revoke the union dues deduction as provided by law.

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

C. Indemnification. The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders of 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 Article.

Section 4: Bulletin Boards

The employer agrees to provide the union a suitable number of bulletin boards or bulletin board space.

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 and changes thereto that are applicable to the bargaining unit.

Section 6: Union Representatives

A. Selection and Notice to Employer. 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 representatives for designated purposes within thirty (30) days after the execution of this Agreement. The union will keep such lists current.

B. B. Released Time. With prior approval from the employee's Program Director, time off with pay shall be allowed to CIR delegates and representatives to allow for participation in activities described in this Agreement. Approval will not be unreasonably withheld. The parties recognize that time spent in such activities shall not interfere with patient needs.

C. The employer shall afford CIR the same rights as afforded other unions or as authorized by law for reservation and use of meeting rooms and space and for access by union staff.

D. A housestaff officer's use of leave under this article shall not excuse the officer from completing the requirements of his or her training program.

Section 7: Orientation

CIR shall be allowed to make presentations to all newly hired housestaff during the days of orientation, during the lunch break, or immediately before or after the Trust's program.

Housestaff suggestions for improvements in the orientation program may be made through the Union-Management Committee.

Article 19
Management Rights and Complete Agreement

Section 1:

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

Section 2:

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

A. Determine the missions and objectives of the employer;
B. Determine the methods, means, and number of personnel needed to carry out the employer responsibilities;
C. Take such actions as may be necessary to carry out services during emergencies declared by the employer;
D. 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;

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E. 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;

F. Schedule operations and shifts;

G. Introduce new or improved methods operations or facilities;

H. Hire, promote, transfer, or assign employees and set standards of performance, appearance, and conduct;

I. Schedule overtime work as required;

J. Contract out for goods and services;

K. Establish health care policy and determine relationships between the employer and governmental, educational, and community agencies.

Section 3:

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.

Section 4:

Upon ratification and approval, the provisions of this Agreement will supersede personnel rules or administrative orders and/or other rules and regulations in conflict herewith. The employer retains the right to establish through administrative order or personnel rules, practices, or procedures, which do not violate the provisions of this contract.

Article 20
Strikes and Lockouts

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

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

It is recognized by the parties that the Trust 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 violations of this article would give rise to irreparable damage to the Trust and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Trust shall be entitled to seek and obtain immediate injunctive relief.

It is agreed that the union shall not be responsible for any act alleged to constitute 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.

It is further agreed that picketing while working is a violation of the contract and state law. The parties recognize, however, that there may be times when a housestaff officer is required to be present at the Trust but is not actually performing work for the Trust (e.g., authorized meal breaks). The parties acknowledge that picketing during such time is lawful, provided that the house officer remains available to respond to patient care pager/beeper calls.

Article 21
Housestaff Involvement, Education, & Community Outreach Fund

A. The parties recognize that they have shared interests in ensuring effectiveness and efficiency in the delivery of patient care and improving clinical outcomes and patient satisfaction. CIR and the PHT recognize that it is in the interest of all parties to increase public awareness about the high level of care provided at JHS through community outreach programs.

B. In addition, 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.

C. The parties also recognize the important role that residents play in many of the processes that contribute to these shared interests. Therefore, ~~upon ratification of this agreement,~~ the PHT shall provide ~~$125,000.00~~ $175,000.00 annually to CIR to work on ways to achieve these goals. CIR and PHT will collaborate on the Quality and Patient Safety Initiatives as a part of the Partnership.

ACR

~~B.~~D. The PHT shall also make every reasonable effort to provide all CIR requests for data, which are necessary to achieve the aforementioned goals, within 72 business hours of the request, at no charge.

~~C.~~E. A separate account shall be established for the purpose of implementing the program and annually, upon request, the financial statement pertinent to this account shall be furnished to the PHT along with a report of program activities.

~~D.~~F. ~~All unused monies that remain in the Patient Care Fund as of the date of ratification of this agreement shall be transferred within 30 days to CIR as outlined in paragraph 21A, above, as an additional contribution.~~

Article 22
Agreement

Section 1: Severability

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

Section 2: Successors and Assigns

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

Article 23
Term of Agreement

Section 1: Duration

The collective bargaining agreement between the Public Health Trust, Miami-Dade County and the Committee of Interns and Residents (CIR), an affiliate of Service Employees International Union, shall be effective October 1, ~~2012~~2015, except as otherwise provided herein, and continue to September 30, ~~2015~~2018.

Section 2: Renewal and Notice

Either party may require, by written notice to the other no later than June 30, ~~2015~~2018, negotiations concerning modifications, amendments, and renewal of this agreement to be effective October 1, ~~2015~~2018.

FOR THE UNION: FOR THE TRUST:

CIR Area Director Employee/Labor Relations

Ratified by CIR Housestaff on _____.

Approved and ratified by Miami-Dade Board of County Commissioners on _____.

~~**Side Letters of Agreement**~~

~~During the course of negotiations the following Side Letters were agreed upon:~~

~~**Re: Article 1 – Recognition/Volunteers**~~

~~1. It is not the intention of the Trust to increase the number of volunteers currently serving in any housestaff officer position. This shall not prevent the Trust from allowing volunteers to perform work on a short term voluntary basis for educational, non-credit, purposes outside the Trust's training programs.~~

~~FOR THE UNION: FOR THE TRUST:~~

~~CIR Area Director Employee/Labor Relations~~

~~Ratified by CIR Housestaff on _____.~~

~~Approved and ratified by Miami-Dade Board of County Commissioners on _____.~~

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