

# MEMORANDUM

Agenda Item No. 14(A)(1)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 5, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving and ratifying the 2020-2023 Collective Bargaining Agreement by and among Miami-Dade County, the Public Health Trust and the Service Employees International Union, Local 1991, Professionals; waiving provisions of Resolution No. R-130-06

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



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Geri Bonzon-Keenan  
County Attorney

GBK/smm



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 5, 2021

**FROM:**   
Gen Bonzon-Keenan  
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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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)  
10-5-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND RATIFYING THE 2020-2023 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991, PROFESSIONALS; WAIVING PROVISIONS OF RESOLUTION NO. R-130-06

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

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

**WHEREAS**, the President and the Board of Trustees of the PHT desire to accomplish the purposes of this tentative agreement between the PHT and the SEIU, Local 1991, Professionals and recommend that the tentative agreement be approved and ratified; and

**WHEREAS**, the tentative agreement was ratified by the bargaining unit members of SEIU, Local 1991, Professionals on September 21, 2021; and

**WHEREAS**, on August 31, 2021, the Board of Trustees of the PHT adopted Resolution No. PHT 08/2021-040 that accepted the tentatively agreed-upon 2020-2023 collective bargaining agreement by and among Miami-Dade County, the Public Health Trust and the SEIU, Local 1991, Professionals attached to the accompanying memorandum and requested that this Board ratify it; 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**, under Florida law, a collective bargaining agreement is not binding on the public employer until such agreement is ratified by the public employees and the legislative body of the public employer; and

**WHEREAS**, this Board desires to ratify the 2020-2023 collective bargaining agreement attached to the accompanying memorandum, accomplish the purposes outlined in the accompanying memorandum, and to waive the requirements of Resolution No. R-130-06,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves and ratifies the tentative agreement between Miami-Dade County, the Public Health Trust and the SEIU, Local 1991, Professionals for the period of October 1, 2020, through September 30, 2023, in substantially the form attached to the accompanying memorandum and made a part hereof. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to placement on an agenda of the Board are waived at the request of the PHT for the reasons set forth in the accompanying memorandum.

The Prime Sponsor of the foregoing resolution is Chairman Jose "Pepe" Diaz. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of October, 2021. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Marlon D. Moffett

## MEMORANDUM

Date: October 5, 2021

To: Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

From: William J. Heffernan  
Chairman, Board of Trustees of the Public Health Trust

Subject: 2020-2023 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union, Local 1991, Professionals Bargaining Unit

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve and ratify the 2020-2023 Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust (PHT) and Service Employees International Union (SEIU), Local 1991, Professionals Bargaining Unit (Agreement). This Agreement covers approximately one thousand one hundred and seventy-six (1,176) employees of the PHT.

### **Scope**

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

### **Fiscal Impact/Funding Source**

The fiscal impact of this Agreement would be \$9,774,308.00 for the three (3) year term of the Agreement. It would be funded from operating revenues as documented in the PHT financial statements. In no event would capital revenues, including proceeds from any general-obligation bond, be used to fund this program.

### **Track Record/Monitor**

The monitoring and implementation of all labor contracts and collective bargaining agreements is overseen by Michelle Kligman, Vice-President of the Human Resources Administration, and Chief Experience Officer.

### **Background**

This Agreement is a product of good-faith negotiations between management’s negotiating team and SEIU. As a result, the parties have agreed to forego previously negotiated terms in the 2017-2020 Collective Bargaining Agreement. Both parties have worked collaboratively to adjust the pay scales of a number of classifications that required market adjustments. The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment during the existing COVID-19 crisis.

### **Terms of Agreement**

This is a three (3) year Agreement covering the period of October 1, 2020 through September 30, 2023. The following represents the major provisions of the Agreement:

#### **Article X §11 – Public Holidays**

Effective upon ratification or October 1, 2021, whichever comes first, the national holiday referred to as Juneteenth, which takes place on June 19<sup>th</sup>, will be recognized as a holiday by the Trust. Employees who are granted time off for this holiday will have a Personal Leave day deducted from their paid leave account.

#### **Article XI §3 – Salary Increases**

Effective upon ratification or October 1, 2021, whichever comes first, all full-time and part-time bargaining unit employees who are not otherwise receiving a market increase will receive a three (3) percent wage increase

Effective the pay period inclusive of April 1, 2022, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.

Effective the pay period inclusive of April 1, 2023, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.

D. Effective upon ratification or October 1, 2021, whichever comes first, the step schedules for employees in the classifications of Clinical Psychologist I, II, and III shall be amended as follows:

a. The Clinical Psychologist I step schedule will be revised to delete the current Steps one (1) through ten (10) making the current Step eleven (11) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedules will be adjusted accordingly. The step schedule for employees in the classification of Clinical Psychologist I will have three (3) steps removed from the top of the schedule to establish ten (10) steps for the classification.

b. Step 1 in the step schedule for employees in the classification of Clinical Psychologist II will be adjusted so that the rate in Step one (1) on the revised schedule will be sixty dollars and forty-four cents (\$60.44). The step schedule for employees in the classification of Clinical Psychologist II will have three (3) steps added to the top of the schedule to establish twelve (12) steps for the classification. As an exception to Section 4(A) of this Article, progression through steps one (1) through six (6) will be every twenty-four (24) months and not every twelve (12) months; however, as contemplated by Section 4(A), progression through steps seven (7) through ten (10) will be every twenty-four (24) months.

c. The step schedule for employees in the classification of Clinical Psychologist III will be eliminated and employees in that classification will be placed on the revised schedule for employees in the classification of Clinical Psychologist II.

d. Employees who are currently in the classification of Clinical Psychologist I and were hired after September 2020 will be placed on Step one (1) of the new schedule. Employees in the classification of Clinical Psychologist I and were hired prior to September 2020 will be placed on the new schedule two (2) steps below the step number they occupied on the old schedule, except that employees who occupied Step ten (10) on the old schedule will be placed on Step seven (7) of the new schedule.

e. Employees who are currently in the classifications of Clinical Psychologist II or III will be placed on the new schedule one (1) step below the step number they occupied on the old schedule.

F. Dietitians: Effective upon ratification or October 1, 2021, whichever comes first, the Dietician Pediatrics classification shall cease to exist and shall be consolidated with the Dietitian classification. All employees in both classifications shall be classified as Dietitians. The step schedules for Dietitians shall be amended as follows:

a. For the purposes of seniority (other than unit), layoffs, reassignments or recall, all time served in either the Dietitian or Dietitian Pediatrics classifications will be credited as time served in the consolidated Dietitian classification.

G. Medical Technologists: Effective upon ratification or October 1, 2021, whichever comes first, the step schedule for employees in the classifications of Medical Technologist I and Medical Technologist II will be revised to delete Steps one (1) and two (2) making the current Step three (3) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedule will be adjusted accordingly. The step schedule for employees in the classification of Medical Technologist I will be extended to sixteen (16) steps, and the step schedule for employees in the classification of Medical Technologist II will continue to include sixteen (16) steps. Employees who are currently in the classification of Medical Technologist I & II will transition to the new step schedule by moving to the same step number they occupied on the old schedule.

H. Music Therapists: Effective upon ratification or October 1, 2021, whichever comes first, the step schedule for employees in the classification of Music Therapist will be revised to delete Steps one (1) through four (4) making the current Step five (5) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedule will be adjusted accordingly. The step schedule for employees in the classification of Music Therapist will have one (1) step added to the top of the schedule to establish fourteen (14) steps for the classification. Employees in the classification will transition to the newly revised step schedule by remaining at the same step they occupied on the old step schedule.

I. Community House Physicians: Effective upon ratification or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Community House Physician will be amended by changing Step one (1) to forty-dollars (\$40.00) per hour. The remaining step numbers on the revised schedule will be adjusted accordingly to have a 4.2%

difference between each step from Steps one (1) through eleven (11). Employees in the classification will transition to the newly revised step schedule by remaining at the same step they occupied on the old step schedule.

J. Recreation Therapy: Effective upon ratification or October 1, 2021, whichever comes first, Step four (4) of the step schedules for employees in the classification Recreation Therapist and Recreational Therapy Supervisor will become the new Step one (1), and the remaining step numbers on the revised schedules will be adjusted accordingly. Employees in these classifications will transition to the newly revised step schedules by remaining at the same step they occupied on the old step schedule.

K. Licensed Clinical Social Workers: Effective upon ratification or October 1, 2021, whichever comes first, Step three (3) of the step schedule for employees in the classification of Licensed Clinical Social Worker MSW will become the new Step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised step schedule will continue to have thirteen (13) steps, with a 4.2% difference between each step from Steps eleven (11) through thirteen (13). Employees in this classification will transition to the newly revised step schedule by remaining at the same step number they occupied on the old step schedule.

L. Clinical Social Worker, MSW: Effective upon ratification or October 1, 2021, whichever comes first, the classification of Social Worker 2 will be eliminated, and all the employees in that classification will be reclassified as Clinical Social Worker, MSW. The Clinical Social Worker, MSW pay step schedule will be revised by increasing the pay step schedule by one (1) step (i.e. the new Step 1 will be the existing Step 2). Employees in that classification will transition into Clinical Social Worker, MSW pay step schedule at the same step they held in their prior pay step schedule.

M. Social Worker 1, BSW: Effective upon ratification or October 1, 2021, whichever comes first, the classification of GATE Program Social Worker will be eliminated and all the employees in that classification will be reclassified as Social Worker 1, BSW. Employees in that classification will transition into the Social Worker 1, BSW pay step schedule at the same step they held in their prior pay step schedule.

N. Physician Assistant: Effective upon ratification or October 1, 2021, whichever comes first, Step five (5) of the step schedule for employees in the classification of Physician Assistant will become the new Step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised pay step schedule will continue to have twelve (12) steps. Employees in this classification will transition to the newly revised step schedule by remaining at the same step number they occupied on the old step schedule.

O. Physician Assistant, Specialty: Effective upon ratification or October 1, 2021, whichever comes first, the Physician Assistant Neurosurgery pay step schedule will be revised to match the pay step schedule of the Physician Assistant Cardiothoracic. Both pay step schedules will be moved from an 11 step schedule to a 12 step schedule,

P. Clinical Hospital Pharmacist, Effective upon ratification or October 1, 2021, whichever comes first, Clinical Practice Pharmacist and Clinical Pharmacist Coordinator: The pay step schedules for the classifications of Clinical Hospital Pharmacist, Clinical Practice Pharmacist and Clinical Pharmacist Coordinator will be revised from an eight (8) step pay schedule to a ten (10) pay step schedule (adding two steps to the top).

Q. Pharmacy Manager Hospitals: Effective upon ratification or October 1, 2021, whichever comes first, Step six (6) of the step schedule for employees in the classification of Pharmacy Manager Hospitals will become the new Step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised pay step schedule will continue to have twelve (12) steps. Employees in this classification will transition to the newly revised step schedule by remaining at the same step number they occupied on the old step schedule.

#### **Article XIV §3 –Working in Higher Classification**

Effective upon ratification or October 1, 2021, whichever comes first, the Preceptor pay for employees who temporarily assume the duties of a preceptor will increase from one dollar and twenty-five cents (\$1.25) to two dollars (\$2.00).

#### **Article XIV §11 – Parking Facilities**

Effective upon ratification or October 1, 2021, whichever comes first, Employees who pay a parking night shift rate who are coming on the PHT campus because they are on call or for other patient care related issues will be reimbursed any fees for parking in any of the PHT parking facilities between the hours of 8:00 a.m. to 4:00 p.m.



**Article XIX – Group Health Insurance**

Beginning January 1, 2022, the employee cost of the biweekly dependent premiums for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by 10% of the current premium rate. Beginning January 1, 2022, single coverage for select will increase to \$50.00 biweekly and single coverage for POS will increase to \$150.00 biweekly.

Beginning January 1, 2023 the employee cost of the biweekly premiums, dependent and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by 10%.

Beginning on January 1, 2022, copays for non-Jackson Urgent Care Centers will increase to \$50.00 and copays for Emergency Department visits will increase by \$50.00 (excluding pediatric emergency department visits) on all plans. In addition, the copays for outpatient procedures will increase \$200.00 and the copays for inpatient service will increase to \$100.00 for POS and the Select Network/Managed Health Care Group Insurance Plan. Beginning January 1, 2022, insurance coverage for all plans will be limited to the following five (5) pharmacy retail outlets: 1) Jackson Health System; 2) CVS; 3) Target; 4) Publix; and 5) Navarro.

**Article XIX §F: Dental and Vision Insurance Coverage**

Beginning January 1, 2022, the premiums for the voluntary dental coverage will be increased by 10%. Beginning on January 1, 2023, the premiums for the voluntary dental coverage will be increased by 10%.

**Article XIX §G: COVID-19 Non-Vaccinated Employee Surcharge** - Beginning January 1, 2022, employees who have not been fully vaccinated with an FDA-approved (emergency or full approval) COVID-19 vaccine will be assessed a surcharge of \$50.00 per pay period. Employees may apply for a medical or religious accommodation under this section. Employees who want to remove the surcharge may do so upon providing proof of full vaccination.

**Article XXX §2 – Empowerment Programs**

An accurate on-going accounting of the Empowerment and Efficiencies Funds expenditures will be provided in detail on a quarterly basis.

**Signature Waiver Request Under Resolution No. R-130-06**

The PHT requests that the Board 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 because collective bargaining agreements are executed after being ratified by the bargaining unit members and this Board.

**RESOLUTION NO. PHT 08/2021 - 040**

**RESOLUTION APPROVING THE 2020-2023 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, (SEIU), LOCAL 1991, PROFESSIONALS AND FORWARDING SUCH AGREEMENT TO THE BOARD OF COUNTY COMMISSIONERS FOR RATIFICATION**

*(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 Service Employees International Union (hereinafter referred to as "SEIU") Local 1991, Professionals which is the duly certified collective bargaining agent representing bargaining unit members of the SEIU, Local 1991, Professionals employed by the Public Health Trust; and

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

WHEREAS this Collective Bargaining Agreement is scheduled for a ratification vote by the SEIU, Local 1991, Professionals bargaining unit by September 10, 2021; and

WHEREAS, the President and the Board of Trustees desire to accomplish the purposes outlined in the accompanying memorandum and recommend ratification of the proposed Collective Bargaining 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 SEIU Local 1991, Professionals for the period of October 1, 2020 through September 30, 2023 and hereby forwards the Agreement to the Board County Commissioners of Miami-Dade County for ratification and directs the President or his designee to take such action as necessary to seek such ratification.

Add-on Agenda Item (2)  
Special Public Health Trust Board of Trustees  
August 31, 2021

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The foregoing resolution was offered by Laurie Weiss Nuell and the motion was seconded by Walter T. Richardson as follows:

Antonio L. Argiz	Aye
William J. Heffernan	Aye
Amadeo Lopez-Castro, III	Aye
Laurie Weiss Nuell	Aye
Walter T. Richardson	Aye
Anthony Rodriguez	Aye
Carmen M. Sabater	Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 31<sup>st</sup> day of August 2021.

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**

BY: \_\_\_\_\_



Laurie Weiss Nuell, Secretary

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



**TO:** William J. Heffernan, Chairman  
and Members, Public Health Trust Board of Trustees

**FROM:** Carlos A. Migoya, President and Chief Executive Officer

**DATE:** August 31, 2021

**RE:** 2020-2023 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union, Local 1991, Professionals Bargaining Unit

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**Recommendation**

It is recommended that the Public Health Trust Board of Trustees (PHT) approve this resolution recommending that, subject to union ratification, the Miami-Dade Board of County Commissioners (BCC) ratify this 2020-2023 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union (SEIU), Local 1991, Professionals Bargaining Unit (Agreement). This Agreement covers approximately one thousand one hundred and seventy-six (1,176) employees of the PHT.

**Scope**

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

**Fiscal Impact/Funding Source**

The fiscal impact of this Agreement would be \$9,774,308.00 for the three (3) year term of the Agreement. It would be funded from operating revenues as documented in the PHT financial statements. In no event would capital revenues, including proceeds from any general-obligation bond, be used to fund this program.

**Track Record/Monitor**

Monitoring and implementation of labor contracts is overseen by Michelle Kligman, Senior Vice President and Chief Experience Officer.

**Background**

This Agreement is a product of good-faith negotiations between management’s negotiating team and SEIU. As a result, the parties have agreed to forego previously negotiated terms in the 2017-2020 Collective Bargaining Agreement. Both parties have worked collaboratively to adjust the pay scales of a number of classifications that required market adjustments. The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment during the existing COVID-19 crisis.

**Terms of Agreement**

This is a three (3) year Agreement covering the period of October 1, 2020 through September 30, 2023. The following represents the major provisions of the Agreement:

**Article X §11 – Public Holidays**

Effective upon ratification or October 1, 2021, whichever comes first, the national holiday referred to as Juneteenth, which takes place on June 19, will be recognized as a holiday by the Trust. Employees who are granted time off for this holiday will have a Personal Leave day deducted from their paid leave account.

**Article XI §3 – Salary Increases**

Effective upon ratification or October 1, 2021, whichever comes first, all full-time and part-time bargaining unit employees who are not otherwise receiving a market increase will receive a three (3) percent wage increase.

Effective the pay period inclusive of April 1, 2022, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.

Effective the pay period inclusive of April 1, 2023, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.

D. Effective upon ratification or October 1, 2021, whichever comes first, the step schedules for employees in the classifications of Clinical Psychologist I, II, and III shall be amended as follows:

a. The Clinical Psychologist I step schedule will be revised to delete the current Steps one (1) through ten (10) making the current Step eleven (11) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedules will be adjusted accordingly. The step schedule for employees in the classification of Clinical Psychologist I will have three (3) steps removed from the top of the schedule to establish ten (10) steps for the classification.

b. Step 1 in the step schedule for employees in the classification of Clinical Psychologist II will be adjusted so that the rate in Step one (1) on the revised schedule will be sixty dollars and forty-four cents (\$60.44). The step schedule for employees in the classification of Clinical Psychologist II will have three (3) steps added to the top of the schedule to establish twelve (12) steps for the classification. As an exception to Section 4(A) of this Article, progression through steps one (1) through six (6) will be every twenty-four (24) months and not every twelve (12) months; however, as contemplated by Section 4(A), progression through steps seven (7) through ten (10) will be every twenty-four (24) months.

c. The step schedule for employees in the classification of Clinical Psychologist III will be eliminated and employees in that classification will be placed on the revised schedule for employees in the classification of Clinical Psychologist II.

d. Employees who are currently in the classification of Clinical Psychologist I and were hired after September 2020 will be placed on Step one (1) of the new schedule. Employees in the classification of Clinical Psychologist I and were hired prior to September 2020 will be placed on the new schedule two (2) steps below the step number they occupied on the old schedule, except that employees who occupied Step ten (10) on the old schedule will be placed on Step seven (7) of the new schedule.

e. Employees who are currently in the classifications of Clinical Psychologist II or III will be placed on the new schedule one (1) step below the step number they occupied on the old schedule.

F. Dietitians: Effective upon ratification or October 1, 2021, whichever comes first, the Dietitian Pediatrics classification shall cease to exist and shall be consolidated with the Dietitian classification. All employees in both classifications shall be classified as Dietitians. The step schedules for Dietitians shall be amended as follows:

a. The step schedule for the consolidated Dietitian classification will be the step schedule for the pre-consolidation Dietitian Pediatrics classification. This step schedule will be revised by increasing the schedule by one (1) step (i.e. the new Step one (1) will be the existing Step two (2)).

b. Employees in the Dietitian classification will transition to the new step schedule by moving down one (1) step from the step they occupied in their old step schedule. Employees in the Dietitian Pediatrics classification will transition to the revised step schedule and remain at the same step they occupied in their old step schedule.

c. For the purposes of seniority (other than unit), layoffs, reassignments or recall, all time served in either the Dietitian or Dietitian Pediatrics classifications will be credited as time served in the consolidated Dietitian classification.

G. Medical Technologists: Effective upon ratification or October 1, 2021, whichever comes first, the step schedule for employees in the classifications of Medical Technologist I and Medical Technologist II will be revised to delete Steps one (1) and two (2) making the current Step three (3) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedule will be adjusted accordingly. The step schedule for employees in the classification of Medical Technologist I will be extended to sixteen (16) steps, and the step schedule for employees in the classification of Medical Technologist II will continue to include sixteen (16) steps. Employees who are currently in the classification of Medical Technologist I & II will transition to the new step schedule by moving to the same step number they occupied on the old schedule.

H. Music Therapists: Effective upon ratification or October 1, 2021, whichever comes first, the step schedule for employees in the classification of Music Therapist will be revised to delete Steps one (1) through four (4) making the current Step five (5) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedule will be adjusted accordingly. The step schedule for employees in the classification of Music Therapist will have one (1) step added to the top of the schedule to establish fourteen (14) steps for the classification. Employees in the classification will transition to the newly revised step schedule by remaining at the same step they occupied on the old step schedule.

I. Community House Physicians: Effective upon ratification or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Community House Physician will be amended by changing Step one (1) to forty dollars (\$40.00) per hour. The remaining step numbers on the revised schedule will be adjusted accordingly to have a 4.2% difference between each step from Steps one (1) through eleven (11). Employees in the classification will transition to the newly revised step schedule by remaining at the same step they occupied on the old step schedule.

J. Recreation Therapy: Effective upon ratification or October 1, 2021, whichever comes first, Step four (4) of the step schedules for employees in the classification Recreation Therapist and Recreational Therapy Supervisor will become the new Step one (1), and the remaining step numbers on the revised schedules will be adjusted accordingly. Employees in these classifications will transition to the newly revised step schedules by remaining at the same step they occupied on the old step schedule.

K. Licensed Clinical Social Workers: Effective upon ratification or October 1, 2021, whichever comes first, Step three (3) of the step schedule for employees in the classification of Licensed Clinical Social Worker MSW will become the new Step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised step schedule will continue to have thirteen (13) steps, with a 4.2% difference between each step from Steps eleven (11) through thirteen (13). Employees in this classification will transition to the newly revised step schedule by remaining at the same step number they occupied on the old step schedule.

L. Clinical Social Worker, MSW: Effective upon ratification or October 1, 2021, whichever comes first, the classification of Social Worker 2 will be eliminated, and all the employees in that classification will be reclassified as Clinical Social Worker, MSW. The Clinical Social Worker, MSW pay step schedule will be revised by increasing the pay step schedule by one (1) step (i.e. the new Step 1 will be the existing Step 2). Employees in that classification will transition into Clinical Social Worker, MSW pay step schedule at the same step they held in their prior pay step schedule.

M. Social Worker 1, BSW: Effective upon ratification or October 1, 2021, whichever comes first, the classification of GATE Program Social Worker will be eliminated and all the employees in that classification will be reclassified as Social Worker 1, BSW. Employees in that classification will transition into the Social Worker 1, BSW pay step schedule at the same step they held in their prior pay step schedule.

N. Physician Assistant: Effective upon ratification or October 1, 2021, whichever comes first, Step five (5) of the step schedule for employees in the classification of Physician Assistant will become the new Step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised pay step schedule will continue to have twelve (12) steps. Employees in this classification will transition to the newly revised step schedule by remaining at the same step number they occupied on the old step schedule.

O. Physician Assistant, Specialty: Effective upon ratification or October 1, 2021, whichever comes first, the Physician Assistant Neurosurgery pay step schedule will be revised to match the pay step schedule of the Physician Assistant Cardiothoracic. Both pay step schedules will be moved from an 11 step schedule to a 12 step schedule.

P. Clinical Hospital Pharmacist, Effective upon ratification or October 1, 2021, whichever comes first, Clinical Practice Pharmacist and Clinical Pharmacist Coordinator: The pay step schedules for the classifications of Clinical Hospital Pharmacist, Clinical Practice Pharmacist and Clinical Pharmacist Coordinator will be revised from an eight (8) step pay schedule to a ten (10) pay step schedule (adding two steps to the top).

Q. Pharmacy Manager Hospitals: Effective upon ratification or October 1, 2021, whichever comes first, step six (6) of the step schedule for employees in the classification of Pharmacy Manager Hospitals will become the new step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised pay step schedule will continue to have twelve (12) steps. Employees in this classification will transition to the newly revised step schedule by remaining at the same step number they occupied on the old step schedule.

#### **Article XIV §3 –Working in Higher Classification**

Effective upon ratification or October 1, 2021, whichever comes first, the preceptor pay for employees who temporarily assume the duties of a preceptor will increase from one dollar and twenty-five cents (\$1.25) to two dollars (\$2.00).

#### **Article XIV §11 – Parking Facilities**

Effective upon ratification or October 1, 2021, whichever comes first, Employees who pay a parking night shift rate who are coming on the PHT campus because they are on call or for other patient care related issues will be reimbursed any fees for parking in any of the PHT parking facilities between the hours of 8:00 a.m. to 4:00 p.m..

#### **Article XIX – Group Health Insurance**

Beginning January 1, 2022, the employee cost of the biweekly dependent premiums for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by 10% of the current premium rate. Beginning January 1, 2022, single coverage for select will increase to \$50.00 biweekly and single coverage for POS will increase to \$150.00 biweekly.

Beginning January 1, 2023 the employee cost of the biweekly premiums, dependent and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by 10% of the premium rate.

Beginning on January 1, 2022, copays for non-Jackson Urgent Care Centers will increase to \$50.00 and copays for Emergency Department visits will increase by \$50.00 (excluding pediatric emergency department visits) on all plans. In addition, the co-pays for outpatient procedures will increase \$200.00 and the copays for inpatient service will increase to \$100.00 for POS and the Select Network/Managed Health Care Group Insurance Plan. Beginning January 1, 2022, insurance coverage for all plans will be limited to the following four (4) pharmacy retail outlets: 1) CVS; 2) Target; 3) Publix; and 4) Navarro.

#### **Article XIX §F: Dental and Vision Insurance Coverage**

Beginning January 1, 2022, the premiums for the voluntary dental coverage will be increased by 10%. Beginning on January 1, 2023, the premiums for the voluntary dental coverage will be increased by 10%.

**Article XIX §G: COVID-19 Non-Vaccinated Employee Surcharge** - Beginning January 1, 2022, employees who have not been fully vaccinated with an FDA-approved (emergency or full approval) COVID-19 vaccine will be assessed a surcharge of \$50.00 per pay period. Employees may apply for a medical or religious accommodation under this section. Employees who want to remove the surcharge may do so upon providing proof of full vaccination.

#### **Article XXX §2 – Empowerment Programs**

An accurate on-going accounting of the Empowerment and Efficiencies Funds expenditures will be provided in detail on a quarterly basis.

# PROFESSIONALS

## Collective Bargaining Agreement

Between



MIAMI - DADE COUNTY, FLORIDA

THE PUBLIC HEALTH TRUST

and

LOCAL 1991



**SEIU**  
SEIU

THE SERVICE EMPLOYEES  
INTERNATIONAL UNION

October 1, 2020 - September 30, 2023



**ARTICLE 1 - PREAMBLE**

This Agreement is entered into on ~~December 10, 2017~~ August 31, 2021 by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and Local 1991 Service Employees International Union, hereinafter referred to as the Union, for the period October 1, ~~2017~~ 2020 through September 30, ~~2020~~ 2023, subject to ratification by the Union membership and approval by the Public Health Trust and the Board of County Commissioners of Miami-Dade County, Florida.

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

**ARTICLE II - PURPOSE**

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

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

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

**ARTICLE III - RECOGNITION**

**Section 1. Recognition**

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate

Number RC-96-016, is as follows:

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

EXCLUDED: All managers, supervisors, confidential employees as defined in the Act, nurses, physicians, dentists, and all other employees of Jackson Memorial Hospital/Public Health Trust of Miami-Dade County.

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[Signature]  
PHT      9/21/21  
DATE

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

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

2. Article VII, VIII, IX and XVII only shall not apply to probationary employees or those still in the initial six month hiring period.

3. It is agreed that if and when new position classifications are created by the Employer, questions of inclusions or exclusion within the Bargaining Unit shall be settled in accordance with State law.

**Section 2. Probationary and Per Diem Employees**

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

Within the meaning of the above paragraph, the following provisions only shall not apply to probationary employees: Article IX, Sections 1, 2 (D), 3, 4 and 5 and Article XIV, Section 6(E). Only the following provisions shall apply to per diem employees: Articles I; II; III; IV; V; VI; XI, Sections 1, 2, 3A, 5, 6, 8, 10, & 12; XIII, Sections 7, 8, &

9; XIV, Sections 2, 5, 6 (A, B, C, D, H), 10, 11, 12, 13, 15, 16, & 17; XVI; XXII; XXIV; XXV; XXVI; XXVII; and XXVIII. Articles VII and VIII shall only apply to alleged contract violations.

**ARTICLE IV - UNION-MANAGEMENT COOPERATION**

**Section 1. Union-Management Cooperation**

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

**Section 2. Employee-Management Conference Committee**

A. The Employer's management, jointly with the elected representatives of the Union, shall establish a Conference Committee to assist in solving mutual personnel and other employee-management problems not involving grievances, or matters within jurisdiction of any other Labor Management Committees.

B. The purpose of the Committee is to foster improved relations between the

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Employer and the Union.

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

**Section 3. Membership**

- A. Each pay period, the Employer will provide the Union with a printout and/or an electronic copy of the job title, department, Lawson ID, badge number, position, name, job code, pay rate, annual pay rate, FTE, pay grade, pay step, shift, work schedule, union code, union membership status, job status, status description, hire date, adjusted hire date, anniversary date, exempt or hourly, supervisor name, union dues by individual, COPE contributions by individual, process level, work phone, work email, and termination date for all the employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers.

Quarterly, JHS will provide a list of all newly created Company 300 positions to the Union by job classification and job description.

- B. The Union will have one thousand (1000) copies of this agreement printed and the Employer will reimburse the Union for 50% of mutually agreed upon cost. The Union will provide the Employer with fifty (50) copies. The Union will distribute copies of this Agreement to all employees in the bargaining units.

**Section 4. Dues Deduction**

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

- C The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.
- D. If during the life of this contract there is any changes to the law which in any way affects dues deduction, JHS will work collaboratively with the Union to implement alternative dues deduction methods.

**Section 5. Non-Discrimination**

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

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

**Section 6. Bulletin Boards**

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

**Section 7. Copies of Documents**

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

**Section 8. New Employee Orientation**

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

**ARTICLE V - NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS Section 1. Prevailing Benefits Clause**

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

**Section 2. Notification, Consultations and Negotiations**

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

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

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

**ARTICLE VI - UNION REPRESENTATION Section 1. Union Representatives**

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

**Section 2. Grievance Representation**

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

**Section 3. Released Time**

- A. With prior approval from the employee's supervisor, time off with pay shall be allowed to the Union representatives assigned to regular shifts to allow for participation in activities described in Articles IV, V, VI, VII, VIII, IX, XVII, XVIII,
- B. No employee shall be paid for such time unless regularly scheduled to work at a time when such activities are going on; nor shall schedules be changed to allow paid time for such activities. In unusual circumstances, request for schedule changes may be submitted by Unit representatives for approval by their supervisor or schedule changes may be made by the Employer. However, in order to encourage participation of night-shift employees in the activities detailed in Section A, night-shift employees who spend two (2) hours or more in any day attending such activities shall be given a maximum of two (2) hours off their regular shift with pay.

- C. Up to ten (10) bargaining unit members will be allowed time off with pay for contract negotiations. Up to an additional five (5) bargaining unit members will be allowed time off without pay for contract negotiations. Approval will not be unreasonably withheld. The Union will make every effort to elect employees from various hospital centers.

**Section 4. Adjustment of Grievance**

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

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

**ARTICLE VII - GRIEVANCE PROCEDURE**

**Section 1. Resolution of Grievances**

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

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

**Section 2. Definition**

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

**Section 3. Procedure**

The employee or Union shall file a grievance, in writing, with the Director Employee/ Labor Relations and Workforce Compliance Department, or designee, within ten

(10) calendar days of the occurrence or knowledge giving rise to the grievance. This person, or designee, shall meet with the grievant and the Union Representative within ten (10) calendar days after receipt of the written grievance and shall reply in writing within ten (10) calendar days after the grievance hearing.

Whenever possible, appropriate and unique to one division, the Union will attempt to discuss Union grievances, except those concerning disciplinary action, health and safety or Union rights, with the Division Director or designee before submitting the grievance directly to the Director of Employee/Labor Relations and Workforce Compliance Department.

**Section 4. Class Grievances**

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

**Section 5. Time Limits**

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

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

**Section 6. Employee Obligation**

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

**Section 7. Employer Responses**

All responses required above, as applicable, shall be directed to the aggrieved employee with a copy furnished to the Union, or to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance must contain a statement of the reasons for the rejection.

**Section 8. Exclusions**

Any subjects excluded from the arbitration procedure (Article VIII) shall also be excluded from the grievance procedure with the sole exception of written reprimands, which shall be grievable but not arbitrable as provided under Article IX, Disciplinary Action, Section 3, Written Reprimands and Records of Counseling. A Record of Counseling is non-disciplinary and therefore not grievable or arbitrable.

## ARTICLE VIII - ARBITRATION

If the Union is not satisfied with the reply to the grievance, the Union shall have ten (10) calendar days after receipt thereof to notify the Employer of intent to submit the grievance to arbitration. Within thirty (30) days following notification to the Employer, the Union must file a request for arbitration. If the parties cannot agree upon an impartial arbitrator within five (5) days, the parties shall request a list of seven (7) arbitrators from FMCS or AAA. The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing no later than thirty (30) days after the conclusion of the hearing, and such decision shall be final and binding.

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

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

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

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

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

## ARTICLE IX –CORRECTIVE ACTION

### **Section 1. Just Cause**

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

### **Section 2. Procedure**

- A. The corrective action process will begin when the Employer gives the Employee and the Union a Corrective Action Report (CAR) or Record of Counseling (ROC). The Union copy of the CAR/ROC will be sent electronically to the Union President/designee and the Union Membership Data Coordinator, and shall include the name and contact information of the affected employee

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and management person designated to hear the rebuttal.

- B. The CAR/ROC shall specify the charges against the Employee, and include the law, rule, regulation, and/or policy allegedly violated. In addition to the CAR or ROC, all supporting documentation (statements, records, etc.) will be attached. The Employer agrees to inform the Employee of his/her right to representation in the corrective action process. Upon request, the employee shall have the right to representation in discussions concerning actual or pending corrective action.
- C. Final Decisions and Rebuttals: Final corrective action determinations will not be rendered until the completion of the rebuttal meetings where the Employer and the employee together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Within ten (10) calendar days after receipt of the CAR/ROC, the Union representative assigned to the matter shall contact the management person designated in connection with the CAR/ROC to notify them of the Union's and Employee's readiness to schedule the rebuttal hearing. The Employer will then send the Union three (3) possible dates for the rebuttal hearing that correspond to the Employee's schedule over the ensuing ten (10) calendar days. Rebuttal meetings must be heard within ten (10) calendar days of the Union notifying the Employer of their readiness, unless mutually agreed between the parties. A decision will be rendered without a rebuttal hearing if the Employee fails to schedule the rebuttal within the ten (10) day period, or if the Employee waives the right to a rebuttal. The Employer shall have ten (10) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual Agreement. The Union and the employee shall receive a copy of the rebuttal response.
- D. The Employer agrees that corrective actions (dismissals, suspensions, demotions) except written reprimands and records of counseling, will be appealable by the employee to a hearing examiner as provided in the Miami- Dade County Code and the Personnel Rules of the PHT or, at the option of the Union and the employee, to the Grievance and Arbitration procedures provided in Articles VII and VIII of this Agreement. The employee shall be notified in writing of both appeal procedures by name and contract article.
- E. CARs and ROCs shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts or concludes the investigation requiring the presentation, except where good cause for delay is shown. Good cause shall include, but not be limited to, the pendency of outside criminal, administrative or other proceedings, or if the Employee, manager, supervisor, or the director rendering a decision is on leave. There will be no notification to the employee prior to the initiation of the corrective action process (e.g., 48-hour notification).
- F. Any disciplinary action currently in an employee file, which is overturned, shall be stamped invalid.
- G. An employee will be offered the option of using accrued personal leave during a suspension.

### **Section 3. Written Reprimands and Records of Counseling**

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

to the Written Reprimand and have said response inserted in the employee's personnel folder.

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

#### **Section 4. Hearing Pursuant to the Hearing Examiner System**

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

#### **Section 5. Grievance Procedure**

- A. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees through the grievance and arbitration procedure contained in Article VII and VIII of this Agreement. The Union shall notify the Office of Labor Relations in writing no later than ten (10) calendar days from the employee's receipt of the final corrective action determination of its

decision on whether to exercise the option of appealing through the grievance and arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance and arbitration procedure or the Code provision under Section

2-47, once made, shall not be subject to change.

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

**Section 6. Just Culture**

Just Culture: The PHT and the Union jointly embrace Just Culture. The parties recognize that Just Culture functions to ensure safe quality care and provides both the employer and the employees the opportunity to explore and investigate processes, procedures and systems that advance safe quality care. In the event an issue or incident occurs with a bargaining unit member related to patient safety or in clinical areas that deal with patient safety and quality, the PHT will make every effort to examine the core fundamental cause utilizing the practices and algorithms of Just Culture per the PHT's Just Culture Policy. It is the mutual intent of both parties to ensure safe quality patient care through ensuring best practices and share learnings.

As both parties embrace Just Culture, and whereas the Union recognizes the PHT's intent to implement and utilize it throughout the System, the parties agree to create a Just Culture Committee. The purpose of the Committee is for management and the Union to meet and collaborate on the effective implementation and utilization of the Just Culture Policy for the members of the bargaining unit.

The parties agree that the Employer and the Union shall be responsible for establishing the Just Culture committee and determining its structure and scope.

**Section 7. Absenteeism/Tardiness**

This section will be in full force and effect six (6) months after contract ratification. A. Absenteeism

Absenteeism is defined as failure to report to work as scheduled, or working less than one-half the scheduled shift. Employees who violate this policy with patterned and/or excessive absenteeism shall be subject to corrective action.

An "absence occasion" is defined as one (1) to a maximum of seven (7) consecutive calendar day(s) with unplanned absences, excluding approved FMLA leave. For all illness extending beyond seven (7) calendar days, the employee must present the appropriate manager with a doctor's note for the illness to be treated as a single occasion or excused illnesses with a doctor's note. Hence, if an employee has eight (8) or more consecutive calendar days of unplanned absences, then the eighth (8th) consecutive calendar day will be considered an additional "absence occasion."

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"Patterned" absences constitute a violation of this policy. With the exception of absences on holidays which require longer time periods in which to investigate a possible pattern, examples of patterned absences include, but are not limited to, three (3) or more instances of the following in a three (3) month period:

- absence on scheduled weekends or holidays
- absence the day before or after a scheduled holiday, vacation, or personal day
- absence the scheduled workday after payday
- coincidence of absence with desirable days off
- coincidence of absence with days of heavy or light work load
- repeated or patterned absence on a specific day of the week

"Excessive absenteeism" is defined as at least four (4) or more absence occasions during any six (6) month period. In addition, two (2) or more absence occasions within any two (2) month period following receipt of a corrective action for absenteeism constitute excessive absenteeism.

Repeated periods of extended absence due to illness or injury may be considered excessive absenteeism since they interfere with the delivery of patient care and departmental productivity, and may constitute a violation of this policy unless these absences are covered under the provisions of Family

& Medical Leave Act (FMLA).

#### B. Tardiness

1. Tardiness is defined as arriving at the workstation after the scheduled starting time.
  2. Excessive tardiness is defined as reporting late for duty at least twice in a pay period. Tardiness that follows a set pattern also may constitute excessive tardiness.
- C. A joint management and union committee will be established to monitor the declinations of PL time and the reduction of call outs.

### ARTICLE X - HOURS OF WORK AND OVERTIME

#### Section 1. Work Hours

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

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

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

Effective upon ratification, any per diem or part-time employee who averages forty (40) hours per week for six (6) consecutive months will be offered a full-time with benefits position in the same classification he/she has been working, subject to a six (6) month probationary period. Any per diem employee who averages twenty (20) hours per week or more for six (6) consecutive months will be offered a part-time position.

**Section 2. Overtime**

- A. It shall not be the general policy of the Employer to require employees to work frequent or consistent overtime. However, when non-job basis employees are required to work approved overtime, in addition to their regular hours, they shall be compensated.
- B. In any situation requiring overtime, volunteers (in the same job classification as the overtime assigned) will be sought before the overtime is offered to other employees. In the event that sufficient volunteers are not obtained, overtime will be assigned on a rotational basis, beginning with the least senior. The Employer shall make every effort to avoid the assignment of mandatory overtime and shall only do so when necessary to meet the immediate needs of the unit. Recurring short staffing shall not be considered as grounds for mandatory overtime.
- C. Effective March 1, 2012, all work authorized to be performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half of the normal rate of pay.
- D. For purposes of interpretation, all hours in pay status shall be considered hours worked except for unplanned personal leave days. However, employees covered by the bargaining unit may receive overtime payment for hours worked in excess of any forty (40) hour work week which includes the equivalent hours of one (1) planned absence taken within any week (the exception being Thanksgiving week when the equivalent hours of two (2) planned absences may be taken). These hours shall include use of "voluntary early out" personal leave when an employee agrees to leave early at the request of Management and/or usage of partial planned personal leave days up to the equivalent of an employee's regular scheduled shift.
- E. An employee shall not have the regular work schedule changed solely to avoid payment of overtime. This Article is intended to be construed only on the basis of overtime and shall not be construed as a guarantee of work per day or per week.
- F. Except when demonstrated to be more expensive, overtime will be offered before any agency or pool employees are utilized.

**Section 3. Work Week**

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

**Section 4. Time Schedules**

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

**Section 5. Hours of Work and Overtime**

- A. Employees working five (5) days per week schedule will not be scheduled for more than six (6) consecutive days without prior consent of the employee. Employees working compressed schedules will not be scheduled for more than three (3) consecutive days without prior consent of the employee.
- B. The Employer will make every possible effort to provide employees with one or more years of employment every other or two weekends off per time sheet schedule. Weekends are defined as Saturdays and Sundays for day and evening shift and as Friday and Saturday nights for night shift employees. To meet this provision and to cover weekends normally worked during vacations, periods of illness, other unavoidable absences and to cover unfilled positions, the Employer will make every effort to utilize flexible alternatives, such as: seek volunteers for overtime, utilize combination shifts (e.g. 2-8's, 2-12's), part-time, per diem and pool employees. If staffing standards cannot be met through the use of volunteers, the Employer may assign extra weekend work on a rotating basis. If any employee does not desire every other weekend off or desires set days each week, the employee should make this request in writing to the person responsible for the time schedule. While every possible effort will be made to adhere to paragraphs A and B, it is understood and agreed that patient care needs will be the paramount consideration in work scheduling.
- C. No employee shall be denied vacation because such time begins, ends or includes a weekend(s) on which he/she is scheduled to work.
- D. No employee shall be required to make up a weekend, which occurred during an approved vacation, leave, or illness. It is understood, however, that additional weekends may be scheduled under the following conditions:
  - 1. When a pattern of unplanned leave abuse is demonstrated, or
  - 2. To ensure that weekend work is distributed equitably over the period of a year.

**Section 6. Job Basis Employees**

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

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

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

Manual.

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

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

**Section 7. Alternative Schedules**

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

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

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

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

**Section 8. Rotating Shifts**

Where rotating shifts are required, those responsible for making work schedules will assign shift rotation on an equitable basis. Individual requests for evening and night shift assignment may continue to be approved. Every effort will be made to refrain from rotating employees to evening or night shift immediately preceding their weekend off.

**Section 9. Consecutive Shifts**

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

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

**Section 10. Flexible Hours for Higher Degree Education**

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

**Section 11. Public Holidays**

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

Effective upon ratification, the national holiday referred to as Juneteenth, which takes place on June 19<sup>th</sup>, will be recognized as a holiday by the Trust. Employees who are granted time off for this holiday will have a Personal Leave day deducted from their paid leave account. In any given year, in the event June 19<sup>th</sup> falls on a Saturday, it will be observed on the Friday before; and if it falls on a Sunday it will be observed on the next Monday.

**Section 12. Daylight Savings Time**

Employees who work during the Spring change to Daylight Savings Time will be compensated for their normal shift.

**ARTICLE XI - SALARIES**

**Section 1. Pay Day**

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

- A. Pay day shall be every other Friday. Paychecks may be picked up in division offices as soon as available. Every effort will be made to make such checks available to those employees on the 3:00 p.m. - 11:30 p.m. and 11:00 p.m. -

7:30 a.m. shifts after 9:30 p.m. on Thursday and prior to the end of their shift.

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

**Section 2. Paycheck Errors**

In the event of an error in the pay check in the amount of one hundred dollars (\$100.00) or greater, a voucher in the corrected amount shall be made available to the employee within three (3) business days after pay day from the date the error is reported within twenty-four (24) hours of reporting the error to the Payroll Department or from discovery of the error by management. For paycheck errors of less than one hundred dollars (\$100.00), the amount will be made available to

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~~the employee in the pay period following the report/discovery of the error. In order for the voucher to be made available by 4:00 p.m. the same day, the error must be reported to the Payroll Department, with the proper documentation, by 11:00 a.m. The voucher may then be picked up in the Audit Section, General Accounting Department. Vouchers for errors reported to the Payroll Department, with proper documentation, after 11:00 a.m., will be made available for pick up at the Cashier's Office within 24 hours. Vouchers that are not picked up by 4:00 p.m. in the Audit Section, General Account Department, will be given to the Cashier's Office.~~

**Section 3. Salary Increases**

A. First Year ~~2017-2018~~2020-2021

~~Beginning in the pay period inclusive of September 30, 2018~~Effective upon ratification or on October 1, 2021, whichever comes first, all full-time and part-time bargaining unit employees who are not otherwise receiving a market adjustment~~an increase~~ or having longevity step(s) added to their step schedules ~~as set forth in subsections G., H., I. and J., below,~~ will receive a ~~two~~three (~~2~~3) percent wage increase.

B. Second Year ~~2018-2019~~2021-2022

~~There will be no COLA increase during the 2018-2019 fiscal year. Effective the pay period inclusive of April 1, 2022, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.~~

C. Third Year ~~2019-2020~~2022-2023

~~No later than May 1, 2019, either party may reopen negotiations regarding a potential COLA increase for the 2019-2020 fiscal year. Effective the pay period inclusive of April 1, 2023, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.~~

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

Effective upon ratification or on October 1, 2021, whichever comes first, the step schedules for employees in the classifications of Clinical Psychologist I, II, and III shall be amended as follows:

a. The step schedule for employees in the classification of Clinical Psychologist I will be revised to delete the current Steps one (1) through ten (10) making the current Step eleven (11) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedules will be adjusted accordingly. The step schedule for employees in the classification of Clinical Psychologist I will have three (3) steps removed from the top of the schedule to establish ten (10) steps for the classification.

b. Step 1 in the step schedule for employees in the classification of Clinical Psychologist II will be adjusted accordingly, so that the rate in Step one (1) on the revised schedule will be sixty dollars and forty-four cents (\$60.44). The step schedule for employees in the classification of Clinical

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Psychologist II will have three (3) steps added to the top of the schedule to establish twelve (12) steps for the classification. As an exception to Section 4(A) of this Article, progression through steps one (1) through six (6) will be every twenty-four (24) months and not every twelve (12) months; however, as contemplated by Section 4(A), progression through steps seven (7) through ten (10) will be every twenty-four (24) months.

- c. The step schedule for employees in the classification of Clinical Psychologist III will be eliminated and employees in that classification will be placed on the revised schedule for employees in the classification of Clinical Psychologist II.
  - d. Employees who are currently in the classification of Clinical Psychologist I and were hired after September 2020 will be placed on Step one (1) of the new schedule. Employees who are currently in the classification of Clinical Psychologist I and were hired prior to September 2020 will be placed on the new schedule two (2) steps below the step number they occupied on the old schedule, except that employees who occupied Step ten (10) on the old schedule will be placed on Step seven (7) of the new schedule.
  - e. Employees who are currently in the classifications of Clinical Psychologist II or III will be placed on the new schedule one (1) step below the step number they occupied on the old schedule.
- E. The Employer agrees that there shall be no selective wage adjustments for any classifications covered by this Agreement, other than those specified, unless it shall first meet and negotiate with the Union concerning the amount of such adjustments and the reasons therefore.
- F. Dietitians: Effective upon ratification or on October 1, 2021, whichever comes first, the Dietitian Pediatrics classification shall cease to exist and shall be consolidated with the Dietitian classification. All employees in both classifications shall be classified as Dietitians. The step schedules for Dietitians shall be amended as follows:
- a. The step schedule for the consolidated Dietitian classification will be the step schedule for the pre-consolidation Dietitian Pediatrics classification. All Dietitians transitioning to the new step schedule will maintain the current step number
  - b. For the purposes of hospital wide seniority and/or unit seniority, all time served in any Dietitian classification (including former Dietitian I, II, III, Dietitian, and Dietitian Pediatrics) will be credited as time served in the consolidated Dietitian classification.
- G. Medical Technologists: Effective upon ratification or on October 1, 2021, whichever comes first, the step schedule for employees in the classifications of Medical Technologist I and Medical Technologist II will be revised to delete Steps one (1), two (2), and three (3) making the current Step four (4) the new Step one (1) on the revised schedule, and the remaining step numbers on the revised schedule will be adjusted accordingly. The step schedule for employees in the classification of Medical Technologist I will be extended to sixteen (16) steps, and the step schedule for employees in the classification of Medical Technologist II will continue to include sixteen (16) steps. Employees who are currently in the classification of Medical Technologist I & II will transition to the new step schedule by moving to the current step number they occupied on the old schedule.
- H. Music Therapists: Effective upon ratification or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Music Therapist will be revised to delete Steps one (1) through four (4) making the current Step five (5) the new Step one (1) on the revised

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schedule, and the remaining step numbers on the revised schedule will be adjusted accordingly. The step schedule for employees in the classification of Music Therapist will have one (1) step added to the top of the schedule to establish fourteen (14) steps for the classification. Employees in the classification will transition to the newly revised step schedule by remaining at the current step number they occupied on the old step schedule.

- I. Community House Physicians: Effective upon ratification or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Community House Physician will be amended by changing Step one (1) to forty-dollars (\$40.00) per hour. The remaining step numbers on the revised schedule will be adjusted accordingly to have a 4.2% difference between each step from Steps one (1) through eleven (11). Employees in the classification will transition to the newly revised step schedule by remaining at the current step number they occupied on the old step schedule.
- J. Recreation Therapy: Effective upon ratification or on October 1, 2021, whichever comes first, Step four (4) of the step schedules for employees in the classification Recreation Therapist and Recreational Therapy Supervisor will become the new Step one (1), and the remaining step numbers on the revised schedules will be adjusted accordingly. Employees in these classifications will transition to the newly revised step schedules by remaining at the current step number they occupied on the old step schedule.
- K. Licensed Clinical Social Workers: Effective upon ratification or on October 1, 2021, whichever comes first, Step three (3) of the step schedule for employees in the classification of Licensed Clinical Social Worker MSW will become the new Step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised step schedule will continue to have thirteen (13) steps, with a 4.2% difference between each step. Employees in this classification will transition to the newly revised step schedule by remaining at the current step number they occupied on the old step schedule.
- L. Clinical Social Worker, MSW: Effective upon ratification or on October 1, 2021, whichever comes first, the classification of Social Worker 2 will be eliminated, and all the employees in that classification will be reclassified as Clinical Social Worker, MSW. The Clinical Social Worker, MSW pay step schedule will be revised by increasing the pay step schedule by one (1) step (i.e. Step 2 will become the new Step 1). The remaining step numbers on the revised Step schedule will be adjusted accordingly. The revised step schedule will continue to have thirteen (13) steps, with a 4.2% difference between each step. Employees in that classification will transition into Clinical Social Worker, MSW pay step schedule at the current step number they held in their old pay step schedule. For purposes of hospital wide seniority and/or unit seniority, all time served in Social Worker II, Clinical Social Worker, and Clinical Social Worker, MSW will be credited as time served in the Clinical Worker MSW classification.
- M. Social Worker 1, BSW: Effective upon ratification or on October 1, 2021, whichever comes first, the classification of GATE Program Social Worker will be eliminated and all the employees in that classification will be reclassified as Social Worker 1, BSW. Employees in that classification will transition into the Social Worker 1, BSW pay step schedule at the current step number they held in their old pay step schedule. For purposes of hospital wide seniority and/or unit seniority, all time served in Social Worker I, BSW, and GATE Program Social Worker, will be credited as time served in the Social Worker I, BSW classification.
- N. Physician Assistant: Effective upon ratification or on October 1, 2021, whichever comes first, Step

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five (5) of the step schedule for employees in the classification of Physician Assistant will become the new Step one (1), and the remaining step numbers on the revised schedule will be adjusted accordingly. The revised pay step schedule will continue to have twelve (12) steps. Employees in this classification will transition to the newly revised step schedule by remaining at the same step number they occupied on the old step schedule.

O. Physician Assistant, Specialty: Effective upon ratification or on October 1, 2021, whichever comes first, the Physician Assistant Neurosurgery pay step schedule will be revised to match the pay step schedule of the Physician Assistant Cardiothoracic. Both pay step schedules will be moved from an eleven (11) step schedule to a twelve (12) pay step schedule, with a 4.2% difference between each step.

P. Clinical Hospital Pharmacist, Clinical Practice Pharmacist, and Clinical Pharmacist Coordinator: Effective upon ratification or on October 1, 2021, whichever comes first, the pay step schedules for the classifications of Clinical Hospital Pharmacist, Clinical Practice Pharmacist and Clinical Pharmacist Coordinator will be revised from an eight (8) step schedule to a ten (10) step schedule (adding two (2) steps to the top).

Q. Pharmacy Manager Hospitals: Effective upon ratification or on October 1, 2021, whichever comes first, the first three (3) steps of the step schedule for employees in the classification of Pharmacy Manager Hospitals will be eliminated. Step four (4) becomes the new step 1. Two (2) additional steps will be added to the top of the pay step schedule for a total of eleven (11) steps on the step schedule with a difference of 4.2% between each step. Employees currently on the step schedule will not get an increase in pay, however, will transition to the newly revised step schedule.

R. The parties may jointly agree to meet and discuss potential market adjustments for each of the following classifications: Physical Therapist, Occupational Therapist and/or Speech Therapist. Such discussions could result when the Employer has hired at least five (5) additional employees in a referenced classification.

S. The following classifications (listed below) will be credited with time served in their current step towards advancement on the amended step schedule:

- Clinical Hospital Pharmacist
- Clinical Practice Pharmacist
- Clinical Pharmacist Coordinator
- Medical Technologist 1
- Music Therapist
- Pharmacy Manager, Hospitals
- Physician Assistant Neurosurgery
- Physician Assistant Cardiothoracic

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

G. — Market Adjustments

~~Effective October 1, 2017, the rates in the step schedules for employees in the classifications of~~

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~~Social Worker I & II, Clinical Social Worker, Licensed Clinical Social Worker and Transplant Social Worker will increase by 3% across the board. Effective October 1, 2017, the rates in the step schedules for employees in the classifications of Physical Therapist, Occupational Therapist, Medical Technologist I & II, Clinical Informatics Analyst I & II, IT Training Coordinator, PACS Senior Technical Specialist, Project Manager IT and Clinical Informatics Coordinator IV will increase by 4.2% across the board. Effective October 1,~~

~~2017, the rates in the step schedules for employees in the classification of Pharmacy Manager will increase by 6% across the board. Effective October~~

~~1, 2017, the rates in the step schedules for employees in the classifications of Speech, Hearing Clinician, EDP Operations Supervisor and IT Operations~~

~~Supervisor will increase by 8.4% across the board. Effective October 1, 2017,~~


~~the rates in the step schedules for employees in the classifications of Senior Systems Analyst II and IT Team Leader will increase by 16% across the board.~~

~~Effective October 1, 2017, the rates in the step schedules for employees in the~~

~~classifications of Senior Systems Analyst I and Web Developer II will increase by 24% across the board.~~

- ~~H. Effective October 1, 2017, the Physician Assistant step schedule will be amended to match the revised to add two (2) longevity steps to the schedule. Effective October 1, 2017, the SFAN Eligibility Specialist step schedule will be amended to match the Enrollment Specialist step schedule and employees will transition to the new schedule on the same step number as they occupied on the old schedule as of October 1, 2017.~~
- ~~I. Effective October 1, 2017, the step schedules for employees in the classifications of CMH Counselor II, III & IV will have one (1) longevity step added to the top of the schedules. Effective October 1, 2017, the step schedules for employees in the classification of Clinical Practice Pharmacist and Clinical Hospital Pharmacist will have three (3) steps added to the top of the schedules.~~
- ~~J. Effective October 1, 2017, the step schedule for employees in the classification of Child Life Specialist and Music Therapy will be revised to delete the current Step 1 and 2 making the current Step 3 the new Step 1 on the revised schedule and the remaining step numbers on the revised schedule will be adjusted accordingly. One (1) longevity step will be added to the top of the schedules.~~
- ~~K. An employee whose step progression eligibility criteria changes due to changes in the maximum number of steps in their respective classification will be credited with time served in their current step towards advancement on the amended step schedule.~~

**Section 4. Step Increases Progression**

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

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

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

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

When there are fourteen (14) or more steps, progression through steps

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

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

**B. — Make Up Steps**

~~Effective upon ratification, any bargaining unit employee who was hired by Jackson prior to January 1, 2010, who has worked continuously in the same job classification since 2010 and who missed two (2) steps during the frozen period will be advanced one (1) step on his/her step scale. This will be known as the "make up step." Any employee who is granted a make up step will not have his/her anniversary date changed as a result.~~

**GB.** Employees in this Unit are also eligible for the "Special Recognition Increase"

program under the provisions established by the Employer for such a program.

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

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

**Section 5. Shift/Weekend Differential**

The Employer agrees to pay a shift differential on the night shift (11:00 p.m. - 7:30 a.m.) and on the evening shift (3:00 p.m. - 11:30 p.m.). Employees on regular assigned shifts which qualify for

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differentials under this section who are temporarily assigned by the Employer to the day shift for education or work assignment, shall continue to receive the differential they normally receive. Employees who work the evening or night shift who request to work the day shift temporarily will not receive shift differential.

Shift differentials shall be paid in accordance with the following guidelines: A. The shift differential rates shall be:

Evening	\$4.00
Night	\$6.00

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

<b>Shift</b>	<b>Rate</b>
Evening	\$4.00
Night	\$6.00
Weekend	\$2.75

B. Employees who earn a shift differential rate higher than the new rate cited above will have their rate frozen at the higher rate for the duration of the contract. The Employer will pay the appropriate differential for all hours worked on an evening or night shift.

C. Employees who work weekends will be paid two dollars and seventy-five cents (\$2.75) an hour for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the employee's shift begins at 7:00 p.m. or later on Friday.

D. This weekend shift differential will be paid only for actual hours worked, in addition to the shift differential. It does not apply to payment for leave of any type.

**Section 6. On-Call Pay**

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

- A. Hourly employees who are designated as on call and are not required to come into the hospital, but are required to resolve issues by telephone or computer, by their respective management or designee, shall be paid the appropriate hourly rate in 15 minute intervals and provide evidence for payroll as required by the employer. The proper form must be submitted to payroll timely for the respective payroll period. In the event that the employee is called back to work and receives call back pay, in no event will he/she receive pay for time spent on the telephone or computer.
- B. Salaried Employees On-call/Standby pay: Salaried employees who are designated as on-call and are not required to come into the hospital by their respective manager or designee, but

are required to resolve issues by telephone or computer, shall be paid the appropriate hourly rate in fifteen (15) minute intervals, and shall provide evidence for payroll as required by the employer. The proper form must be submitted to payroll timely for the respective payroll period. However, no Employee performing on-call/standby duties will earn less than he/she is currently receiving.

- C. Any employee who is required to travel and/or float from one facility to another while on the clock will be reimbursed for their mileage at the federal reimbursement rate for the travel from one facility to the other.

**Section 7. Call-In Pay**

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

**Section 8. Uniform Allowance**

Bargaining unit employees who are required by the Trust to wear a prescribed uniform, which is not provided by the Trust, shall receive uniform allowance in the amount of \$125.00 once per year in the month of January. Employees in the classification of Enrollment Specialists shall receive a uniform allowance in the amount of two hundred (200.00) dollars once per year in the month of January.

**Section 9. Special Wage Provisions**

In addition to the full-time bargaining unit employees currently receiving the fifty dollar

(\$50) bi-weekly pay supplement, employees in the following classifications will also be eligible for the supplement effective the beginning of the first pay period following final ratification: Community House Physician, Social Worker 1, Social Worker 2, Clinical Social Worker, Licensed Clinical Social Worker, Licensed Mental Health Counselor, Medical Technologist 1, Medical Technologist 2, Dietitian 1, Dietitian 2, and Medical Record Practitioner.

**Section 10. Annual Differential and Specialty Pay Parity Adjustments**

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

**Section 11. Correctional Health Services**

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

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is only applicable for time spent working at CHS.

**Section 12. Per Diem Pay**

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

The per diem rates for the following classifications will be increased to the following hourly rate:

- Clinical Social Worker MSW/SW 2 MSW \$30.00/hour
- Licensed Clinical Social Worker MSW \$32.00/hour
- Social Worker Supervisor MSW \$38.00/hour
- Dietitian \$35.00/hour
- Medical Technologist 1 \$37.00/hour
- Medical Technologist 2 \$37.00/hour
- Music Therapist \$27.00/hour

The rate for per diem professionals will be no less than Step one (1) of the pay step schedule for the classification. Current JHS employees in full-time or part-time exempt status classifications who opt to go into per diem status will be offered the per diem position at their current rate or at the set per diem rate, whichever is greater.

Per Diem Employees shall be paid time and a half (1½) for all hours worked on a holiday.

**Section 13. Extra Shift Pay – Job Basis Employees**

Job Basis professionals who work an extra shift will be paid the per diem rate or their base rate, whichever is greater.

**ARTICLE XII - STAFF DEVELOPMENT**

**Section 1. Clinical Certification**

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

**Section 2. Financial Aid**

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

**Section 3. Staff Development Programs**

The Employer shall make every possible effort to continue to offer current courses, as well as updated and other relevant courses, in special areas of practice for employees working in, or scheduled to work in, a specialty area as part of Staff Development Programs. These educational

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programs will be posted on the bulletin boards and any bargaining unit employee may apply. These requests will be granted as patient care permits. Every effort will be made to schedule these programs on all shifts. Programs will be videotaped for viewing at satellites.

**Section 4. In-Service and Career Development Program**

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

**Section 5. Conferences**

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

**ARTICLE XIII - VACATION AND LEAVE**

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

**Section 1. Personal Leave Day Program**

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

- A. A planned absence from work is defined as time off, requested and approved at least twenty-four (24) hours in advance by the employee's department head, supervisor, or other person designated to approve time off.
  - 1. Except as provided in Section 3, paragraph 1 of this Article, requests for planned personal leave of more than three (3) days shall be submitted at least forty (40) days in advance unless extenuating circumstances give rise to the need to submit requests within a shorter time frame.
  - 2. Requests for planned personal leave shall be approved based upon staffing needs and to insure proper and adequate patient care. Except as provided in Section 3 herein, requests for leave will be granted based on date of request.
- B. An unplanned absence is defined as time taken off by the employee which is unscheduled and not approved in advance by the department head, supervisor, or other designee. In order to receive pay for hours not worked due to an unplanned absence, employees must provide timely notification prior to the start of the scheduled shift of work and a valid reason given to their supervisor or authorized designee as outlined in the Personnel Administrative Policy

#358. Written documentation of illness will not be required unless a pattern of unplanned leave utilization exists. Personal leave hours accrue from date of hire.

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

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

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

1. During the first five (5) years of employment, 0.1115 hours shall be earned for each hour in pay status per pay period up to a maximum of

8.920 hours (80 hours or more in pay status). This approximates twenty-nine (29) days per year. However, a full-time employee shall not be eligible to receive payment for personal leave days until after the first six (6) months of employment, except as outlined in Section 2.

The yearly accrual of twenty-nine (29) personal leave days includes ten (10) vacation days, thirteen (13) holidays, and six (6) sick days, all of which are accrued incrementally over the course of the year as indicated above. Accordingly, employees who work a paid holiday receive pay for actual hours worked plus personal leave accrual for the holiday.

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

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

\*Calculations are based on 8-hour shifts.

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

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

1. During the first 10,400 hours (first five (5) full-year equivalents, FTE),

0.1115 hours shall be earned for every hour worked, up to a maximum accrual rate of 8.920 hours. However, part-time employees shall not be eligible to receive payment for personal leave until they have worked at least 1040 hours (six (6) month equivalent).

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

**Hours Earned Per**

Hours Worked	Hour Worked
12,481-14,560	.1192
14,561-16,640	.1231
16,641-18,720	.1269
18,721-31,200	.1308
31,201-33,280	.1346
33,281-35,360	.1385
35,361-37,440	.1423
37,441-39,520	.1462
39,521 on	.1500

F. Personal leave hours shall be paid at the employee's regular shift rate of pay.

Personal leave hours may be accumulated up to a maximum of five-hundred (500) hours.

G. Personal leave hours shall be used during the first three (3) consecutive scheduled workdays (to maximum of twenty-four (24) hours) of any spell of illness. After 3 years, 16 hours of personal leave are used for illness and after

10 years, 8 hours of personal leave are used; these personal leave hours shall be defined as unplanned absences. If sufficient personal leave hours are not available to cover a spell of illness, any uncovered portion shall be without pay, until the benefits of the Extended Illness Leave Plan are in effect.

H. Personal Leave/Vacation Accrual Cash Outs

1. Employees who have at least 80 hours of unused Personal Leave/ Vacation as of the election date (from December 1 through December

21) of any calendar year (the "Election Year") may voluntarily elect to receive cash instead of 20 to 80 hours (for employees with less than

10 years of continuous service) or up to 120 hours (for employees with

10 years or more of continuous service), total for the year, but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour. Based on the employee's request, cash-out payments will be distributed in the last paycheck in June and/or December of the Accrual Year.

2. An election to cash-out Personal Leave/Vacation hours that may accrue in the Accrual Year must be made before the beginning of the Accrual Year from December 1 through December 21 of the Election Year.
3. The employee must make the election to cash-out Personal Leave/ Vacation hours that he or she will accrue in the Accrual Year in writing, on a cash-out election form provided by Jackson Health. The election must state the number of Personal Leave/ Vacation hours to be cashed out.
4. All elections are irrevocable once made. Employees cannot increase or decrease the number of Personal Leave/Vacation hours they will cash out in the Accrual Year after December 21 of the Election Year.
5. Payment of cashed-out hours will be made in the last pay period of June and/or December of the Accrual Year at the rate of pay at the time of payment. Upon employment separation for any reason before the end of the Accrual Year, all accrued personal leave hours, including hours designated as cash out, shall be paid out in accordance with Section I below.
6. During the accrual year, accrued time shall be allocated on a pro rata basis between cash out and Personal Leave/Vacation time on the same percentage basis as the cash out amount is to the potential maximum accrual. (Example: If an employee elects to cash out 80 hours and is entitled to accrue a maximum of 240 hours in the accrual year, personal leave accruals shall be allocated 33.33% toward cash out and 66.67% toward the leave balance.
7. Elections to cash out leave must be made on a tax (calendar) year basis.
8. Employees are solely responsible for assuring appropriate leave balances for their personal needs. An employee will be without pay (out of pay status) if appropriate leave balances or other sources of payment or leave are not applicable.
- I. Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.
  1. To qualify for a 100% terminal benefit from the personal leave account, a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.
  2. An employee who has been discharged after a minimum of six (6) months of continuous

employment shall be paid 100% of terminal benefits.

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

**Section 2. Extended Illness Leave**

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

- A. To be eligible for payment of extended illness leave, the employee must fulfill the following requirements:
  1. A full-time employee shall have completed six (6) months of full-time employment.
  2. A part-time employee shall have accumulated 1040 hours worked.
  3. An employee shall give timely notice to the appropriate department head, supervisor, or other designee of the inability to report to work due to illness. The department head, supervisor, or other designee shall be kept informed on a daily basis (unless otherwise instructed by the supervisor) of the employee's physical condition and the expected date of return.
  4. A physician's certificate describing the disability and the inability to work may be required before approval will be given for payment of extended illness leave hours.
- B. A full-time employee shall accrue 0.024 hours extended illness leave for each hour in pay status per pay period up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.
- C. A part-time employee shall accrue 0.024 hours extended illness leave for every hour worked, up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.
- D. An unlimited number of days may be accumulated in the extended illness leave account.
- E. Extended illness leave shall be paid at the employee's regular shift rate of pay. F. Payment for extended illness leave for employees with less than three (3)

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

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

following conditions:

1. Any illness requiring hospitalization, or
2. Employee is seen in out-patient care center for out-patient surgery, or
3. Occupational diseases or injuries sustained prior to receiving Workers Compensation, or
4. Continuing illness when employee attempts to return to work too soon.

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

H. Effective upon ratification, employees hired prior to October 1, 2017, with less than thirty (30) years full-time PHT/County employment who retire or resign from the PHT will be eligible to receive payment for up to a maximum of 1,000 hours of accrued extended illness leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

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

22 yrs. but less than 23 yrs.	- 80%
23 yrs. but less than 24 yrs.	- 82.5%
24 yrs. but less than 25 yrs.	- 85%
25 yrs. but less than 26 yrs.	- 87.5%
26 yrs. but less than 27 yrs.	- 90%
27 yrs. but less than 28 yrs.	- 92.5%
28 yrs. but less than 29 yrs.	- 95%
29 yrs. but less than 30 yrs.	- 97.5%

Effective upon ratification, employees hired prior to October 1, 2017, who retire after 30 years of full-time PHT/County employment, will be eligible to receive 100% payment of their full balance of accrued extended illness leave. Such payment will be made at the employee's current rate of pay at the time of retirement, excluding any shift differential and will not be subject to any maximum number of hours.

I. Effective upon ratification, employees hired after September 30, 2017, will accrue extended illness hours in accordance with this Section, but shall not be eligible to receive payment for any accrued extended illness hours upon separation.

**Section 3. Vacation Requests**

A. Annual Vacation Scheduling Procedure

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

1. Leave request forms will be distributed with a sample copy of the upcoming year's vacation calendar by October 1st.
2. Leave request forms shall be returned by employees by November 1st.
3. Annual vacation calendars will be published and posted by December 1st.
4. Employees may request any two vacation periods, designating them as "first plan" and "second plan." Although ~~forty (40)~~eighty (80) hour blocks of vacation are preferable for scheduling convenience, intermittent vacation (in periods of 8 hours or more each) may be scheduled.
5. Employees will be granted ~~eighty (80)~~one hundred and sixty (160) hours of vacation yearly based

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on this vacation scheduling procedure. Every possible effort will be made to accommodate a longer period of time if requested by the employee.

6. Vacation periods will be scheduled by unit seniority for the first ~~eighty (80)~~ one hundred and sixty (160) hours of each employee's vacation schedule for the year. Remaining vacation will be scheduled on a "first come, first served" basis, based on patient care needs. All employees (except those who have not completed their probationary period as of January 1<sup>st</sup> of the upcoming year), will be encouraged to schedule and take at least ~~forty (40)~~ eighty (80) hours of vacation each calendar year.
7. Employees whose forms are not returned by November 1st will have vacation scheduled for the upcoming year on the "first come, first served" basis mentioned above.
- B. At all other times during the vacation year, requests will be scheduled on a "first come first served" basis. Vacation requests should be submitted forty (40) days in advance unless extenuating circumstances give rise to emergency requests. Response to vacation requests under this paragraph will be in writing, and will be provided to the employee no later than fourteen (14) calendar days after the date of submission.

#### **Section 4. Holiday Requests**

Holiday scheduling, including Thanksgiving time off, shall be done in a fair, equitable manner on a rotational basis.

Christmas & New Year Holiday Requests: If staffing requires, each employee will be expected to work one or the other of the two holidays in all units that are open during these holidays.

These holiday requests are unique. Requests for time off during the two pay periods around Christmas will be granted fairly and rotationally regardless of seniority or timing of request. No one person will be eligible to receive more than one week off at the expense of other employees not receiving time off, thus allowing everyone to get a week off if requested. Time off greater than one week not prohibited if logistically possible. Departmental supervisors will begin this request process each fall by posting notice to their employees that requests are due. Adequate notice should be allotted to allow all employees time to submit requests per "Clairvia". Seniority will be used as a tie breaker if necessary.

#### **Section 5. Leave Without Pay**

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

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disapproved by the department head and the director of Human Resources.

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

**Section 6. Bereavement Leave**

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

**Section 7. Military Leave**

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

**Section 8. Voting**

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

**CONDITIONS**

- A. The employee must be a registered voter; and
- B. Must be scheduled for a shift of at least eight (8) hours duration on election day; and
- C. More than one-half (½) of the hours of the scheduled shift must be between 7:00 A.M. and 7:00 P.M. on election day.

**Section 9. Jury Duty**

Employees who are called to serve on jury duty or to testify as witnesses under subpoena will be

excused from work and will be paid their regular salary for the duration of this service. To be excused, employees should present official notice of jury duty or subpoena to their immediate supervisor.

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

**Section 10. Leaves for Union Business**

- A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted to the equivalent hours of up to three (3) bargaining unit employee in order to accept full-time positions with the Union. The Union shall make written application for such leaves thirty (30) days in advance, may not make application for more than one (1) FTE from any one (1) unit during the same period, and no more than one employee from the unit/department may be released at any given time. Employees granted such leaves shall continue to accrue bargaining unit seniority during the term of their leave. Employees returning before or at three (3) months shall return to their former unit and position. After three (3) but within twelve (12) months, employees shall return to a comparable position.
- B. Leaves of absence without pay for periods not to exceed one (1) week shall be granted to Union Representatives to attend Union functions. The total number of person-weeks allowable under this paragraph shall not exceed ten (10) weeks per year. The Union shall make written application for such leaves sixty (60) days in advance. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position.
- C. Leaves of absence/release time with pay shall be granted to Union Representatives to perform Union roles and responsibilities. The total amount of this leave shall not exceed seventy five (75) days. Employees granted such leave shall continue to accrue bargaining unit seniority and, upon return, shall return to their former unit and position. Leaves granted under this paragraph shall be counted as time worked for the purpose of calculating overtime pay.
- D. The Union President will be granted full time release from duty with full pay and benefits, including all benefits and compensation due under the SEIU/PHT contract and PHT policies and procedures.

**Section 11. Administrative Leave**

Beginning October 1,2017, the annual holiday administrative day will be discontinued.

**ARTICLE XIV - EMPLOYMENT PRACTICES Section 1. Probationary**

**Periods**

The first six (6) months of full-time continuous employment shall be the probationary period. After successful completion of the probationary period, the employee shall be considered a permanent employee unless specifically advised by the Employer. The Employer retains the right to terminate probationary employees without notice or pay in lieu of notice. Probationary employees are not required to give notice of intention to terminate. Probationary employees are, however, requested

to give two (2) weeks notice. The probationary period may be extended at the option of the Employer provided that the total probationary period may not exceed one (1) year, and the employee has agreed to the extension. The employee's agreement shall be in writing.

**Section 2. Lounge Areas**

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

**Section 3. Work in Higher Classification**

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

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

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

The parties agree that where there is a formalized preceptor program as established by the PHT, any bargaining unit member temporarily assuming the duties of a preceptor will receive a ~~two~~one dollar ~~and twenty-five cents~~ (\$~~1.252.00~~) increase per hour for a minimum of four (4) or more continuous hours worked in this position.

**Section 4. Classification Appeal**

- A. Whenever an employee feels there is just cause to appeal a classification, the employee may apply for a review of the classification in writing to the immediate supervisor.
- B. Such a request, including a job description prepared by the employee shall be forwarded to the Division Director/Administrator by the employee's supervisor.
- C. Within fifteen (15) working days of receipt of request, a meeting will be convened between the Senior Vice President of Patient Care Services and/or designee and the Employee and his/her representative.
- D. Within thirty (30) working days of such receipt for request of reclassification, the Senior Vice President of Patient Care Services and/or designee shall render a decision.
- E. If the employee is not satisfied with the decision; the employee may within ten (10) working days request a hearing by the director of Human Resources. At the hearing, the employee may be accompanied by a representative of the employee's choosing and may produce any documents and evidence to support the claim for reclassification. The director of Human Resources will explain the basis for the decision in the event the request is denied. The director of Human Resources shall hold such hearing within thirty (30) days of request.

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- F. The Director of Human Resource's decision shall be rendered within thirty (30) days and shall be final subject to review by the President of the Public Health Trust. In the event the request for reclassification is upheld, the employee shall receive appropriate compensation beginning with the pay period that the original request was initiated in writing. For purposes of this article, employees relieving for vacation, short-term illness and emergency leaves of absence will not be eligible to apply for reclassification.

**Section 5. Employee's File**

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

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

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

**Section 6. Evaluation of Work Performance**

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

- H. If an employee's supervisor is not a similar medical professional, the Senior Vice President of Patient Services or designee may designate a Professional as an appropriate medical professional to serve as the reviewer of the evaluation. The appointed reviewer shall discuss the evaluation with the employee being evaluated before signing off.

**Section 7. Promotions and Demotions**

- A. It is the policy of the Employer to encourage and give priority to promotions from within, thereby providing all employees with the opportunity to aspire to higher level positions within the PHT's operations.
- B. "Promotion" shall be defined as the movement of an employee from a job classification to another job classification where the difference between the Step 1 hourly rate of the new position and the Step 1 hourly rate of the previously held position is at least 4.2%.

All promotions will involve a minimum increase of one (1) step.

All promotions will involve a six (6) month trial period. Permanent status employees who are promoted and serving a trial period shall continue to retain their rights under this agreement.

Permanent status employees who are promoted and fail to successfully complete their six (6) month trial period will be offered a vacant position in the previously held permanent status classification, if available, or may bump a probationary/trial employee in that classification.

- C. "Demotion" shall be defined as the movement of an employee from a job classification to another job classification where the difference between the Step 1 hourly rate of the new position is a reduction of 4.2% or greater from the Step 1 hourly rate of the previously held position.

All demotions will involve a minimum decrease of one (1) Step. For purpose of clarification, a one (1) Step decrease must be at least 4.2%.

- D. "Lateral" shall be defined as the movement of an employee from one position to another where there is an identical pay scale or the difference between Step

1 rates is less than 4.2%. Employees will be transitioned to the new position at the next highest step, so long as it is less than a 4.2% increase.

- E. For layoffs or reassignments that are considered demotions, the employee will transition to the same or next lowest step of the new pay scale.

- F. An employee who has been demoted as a result of a layoff or reassignment, and subsequently promoted to the previous or similar position, will have their salary history taken into consideration when determining the new promotional rate.

- G. Any deviation from the rules referenced above will be noticed to the Union.

**Section 8. Longevity Bonus**

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

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**A.** Upon completion of 15 years of full-time continuous County Service, 1.5% bonus payment of base salary.

Upon completion of 16 years of full-time continuous County Service, 1.6% bonus payment of base salary.

Upon completion of 17 years of full-time continuous County Service, 1.7% bonus payment of base salary.

Upon completion of 18 years of full-time continuous County Service, 1.8% bonus payment of base salary.

Upon completion of 19 years of full-time continuous County Service, 1.9% bonus payment of base salary.

**B.** Upon completion of 20 years of full-time continuous County Service, 2.0% bonus payment of base salary.

Upon completion of 21 years of full-time continuous County Service, 2.1% bonus payment of base salary.

Upon completion of 22 years of full-time continuous County Service, 2.2% bonus payment of base salary.

Upon completion of 23 years of full-time continuous County Service, 2.3% bonus payment of base salary.

Upon completion of 24 years of full-time continuous County Service, 2.4% bonus payment of base salary.

**C.** Upon completion of 25 years of full-time continuous County Service, 2.5% bonus payment of base salary.

Upon completion of 26 years of full-time continuous County Service, 2.6% bonus payment of base salary.

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

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

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

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

The minimum amount of payment will be \$350.00.

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

**Section 9. Educational Bonus**

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

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

**Section 10. Reference Books and Periodicals**

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

**Section 11. Parking Facilities**

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

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

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

Employees who pay a parking night shift rate who are coming onto the PHT Main campus because they are on call or for other patient care related issues will be reimbursed any fees for parking in any of the Main campus parking facilities between the hours of 9:00 a.m. to 5:00 p.m.

**Section 12. New Equipment and Procedures**

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

**Section 13. Drug Discount**

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

**Section 14. Tuition Reimbursement**

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

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

**Section 15. Job Specification Language**

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

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

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

**Section 16. Rubella and Hepatitis-B Vaccine**

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

**Section 17. Injuries, Rehabilitation and Reorientation**

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

**Section 18. ~~Child Care/Elderly Care~~**

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

**Section 19 18. Scope of Practice**

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

**Section 20 19. Clinical Social Worker Licensure Exam**

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

**Section 21 20. Referral and Retention Incentive Program**

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

**Section 22 21. Cellular Phone Program**

Bargaining unit employees who are required to carry a cellular phone to conduct PHT business because of the business needs of the PHT shall receive a monthly stipend of \$40.00 to be paid on an eligible employee's paycheck on a post-tax basis, subject to all required deductions. Bargaining unit employees who have been selected to carry a cellular to conduct PHT business shall abide by PHT Policy and Procedure 232A.


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

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

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

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

- C. Filling of Vacancies. During this posting period, current employees with the necessary qualifications will be given preference over outside applicants. When skill, competency and ability are considered substantially equal in the judgment of the Employer, seniority shall be the deciding consideration in filling vacancies. All employees who apply for a posted vacancy shall be advised of the vacancy status as soon as practical. An employee's current salary will not be a determining factor when considering employees for transfer.
- D. There will be no less than two (2) or more than three (3) weeks notice to the department from which an employee is transferred. In the event that the position being vacated is critical to the operation of the unit, the employee may be retained until such time as the employee is replaced, but for no more than sixty (60) days. However, for pay purposes, transfers will be effective at the beginning of the pay period following acceptance.
- E. An employee returning to a previous permanent-status classification within one (1) month will be transferred to the employee's previous position and department unless the position has been abolished or has been filled by another employee with permanent status in the classification for that position. In the event the former position is not available, the returning employee will be offered a vacant position in that classification or will replace a probationary/trial employee in that classification.
- F. If it becomes necessary to reduce FTE's in a unit, the hospital will first seek volunteers in a unit. If there is an insufficient number of volunteers, affected employees will be reassigned in inverse order of hospital-wide seniority in the classification, consistent with the reassignment procedure in Article XVII.

**Section 2. Unit Mergers**

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

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

**ARTICLE XVI - ORIENTATION AND CROSS-TRAINING**

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

**Section 1. Orientation**

- A. The Employer agrees to continue the new employee orientation program for employees upon initial hire. An employee shall not be expected to work in an area of practice to which the employee has not been oriented/cross-trained except in emergency circumstances.
- B. An employee who is new to a unit but not to the Hospital will receive orientation to that unit and to the employee's job responsibilities within it. If an employee is expected to work in more than one unit, the employee will be appropriately oriented to each unit.
- C. An incumbent employee's orientation for a new unit may be extended up to thirty- six (36) hours if the employee has not yet completed instruction on all of the items on an orientation checklist.
- D. No employee shall be required to take more than two (2) "incumbent orientations" during any twelve (12) month period without entering a formal cross-training program.
- E. Orientation shall be offered and floating distributed on a non-discriminatory basis.

**Section 2. Cross-training**

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

**ARTICLE XVII – REASSIGNMENT, LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS**

**Section 1. Definitions**

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

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

**Section 2. Reassignment Procedure**

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

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

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

Lab – Specialty areas (e.g., Micro, CORE, Transfusion)

Social Work – Department

Pharmacy – Central, Satellite and/or Specialty

All other classifications – by class and licensure

**Section 3. Layoff Procedure**

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

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

- B. The procedure will apply to full and regular part-time bargaining unit employees in the statuses of permanent, substitute, and probationary. Exempt employees shall be covered by this procedure. Seniority points will be calculated for each affected employee. In calculating seniority points one (1) point will be assigned for each month of full-time service, one-half (0.5) point will be assigned for each month of part-time service. Points for months of service are simply totaled with the final number being the retention score.

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

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

- C. The Employer will make every effort to give sixty (60) days' notice to the Union of any decision to layoff unit members. No less than 21 days written notice will be given to bargaining unit members who were laid off or demoted. A copy of such notice will be simultaneously sent to the Union.
- D. Layoffs will be done in inverse order of seniority by classification. Employees in the statuses of temporary relief and per diem will be terminated prior to any full-time or regular part-time employee in the bargaining unit being impacted by lay-off. An employee who has worked in the classifications of MSW and LCSW, and who during that time performed the same function or duties in the former classification as in the latter, will have his/her seniority blended for the purposes of layoff, recall, and reassignment.
- E. Full-time employees will automatically bump into any classification in which they previously held permanent status. Employees in grant funded positions will only be eligible to bump in their same area of discipline within their same grant area. However, this does not affect the right of an employee to otherwise bump into any position and/or classification in which they held permanent status.
- F. During the twenty-one (21) day notice period, employees who have been bumped shall be

given five (5) calendar days to select by hospital-wide seniority a reassignment to a vacant position in their discipline. The Union will be responsible for facilitating this process.

- G. Part-time employees can only bump within their classification within their specific discipline. It is understood that in a layoff, part-time employees may be required to move to full-time status in order to exercise bumping rights. Reasonable efforts will be made to ensure that part-time employees may continue in part-time status. Full-time employees shall not be required to accept part-time positions.
- H. All time served in the higher classification will be credited as time served in lower classifications within their specific discipline. When a higher classification within a unit is eliminated the affected employee may voluntarily opt to demote to a previously held classification to remain in their unit/discipline, as permitted by licensure. Bargaining unit employees who previously held permanent status in classifications outside of this bargaining unit will be subject to the applicable layoff procedures of the classification to which they are displaced.

I. For purposes of layoff only:

- 1. Time served as a I will count towards time as a II in the specific discipline.

Time served in these classifications in pool status will not be considered. When management deletes a job classification and creates a new classification and the primary function remains the same then time in the previous class would count for the purposes of layoffs, reassignments, or recall as time in the new class (most current example would be: time served as a Medicaid Specialist would count as time served as an Enrollment Specialist).

- 2. No bargaining unit employee shall be laid-off in lieu of maintaining a full-time equivalent traveler, agency or pool employee in the specific discipline. Following a lay-off, pool and agency employees may be used during the necessary transition time specifically to cover for orientation and cross-training that may be required as a result of lay-off.

- J. Employees who have been displaced will be given priority consideration for other opportunities in their specific discipline.
- K. The County and PHT agree that County employees cannot bump bargaining unit employees working for the PHT nor can PHT Bargaining Unit employees bump County Bargaining Unit employees.

**Section 4. Recall Procedure**

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

- C. Once recalled, employees will have their previous seniority and extended ill bank restored. If employees received a payout of their extended ill upon layoff, once recalled they can purchase back their time.

**Section 5. Furloughs**

In the event it is financially necessary, system wide furloughs may be implemented. The Employer will make every effort to give sixty (60) days written notice to the Union of any decision to furlough unit members. No less than twenty-one (21) days written notice will be given to bargaining unit members who are to be furloughed.

**ARTICLE XVIII - CONTRACTING OUT**

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

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

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

**ARTICLE XIX – GROUP HEALTH INSURANCE**

- A. The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization and a Point of Service Plan pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the qualified Health Maintenance Organization.
- B. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer Trust and the Internal Revenue Code.

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1. The Trust's Group Health Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.

2. Copies of the ~~2018~~2021 plan designs and cost structures for all plans offered to eligible bargaining unit members are attached to this Agreement as an addendum, including employee premium contributions, co-pays, deductibles, RX benefits, etc. In addition to the POS ~~and HMO plan~~, the PHT will continue to provide the Select Network/Managed Health Care and Jackson First Group Insurance Plans for the ~~2018~~ 2020 through 2023 plan years.

Beginning January 1, 2022, the employee cost of the biweekly dependent premiums for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by ten percent (10%) of the current premium rate. Beginning January 1, 2022, single coverage for the Select Network/Managed Health Care Group Insurance Plan will increase to fifty dollars (\$50.00) biweekly and single coverage for POS will increase to one hundred and fifty dollars (\$150.00) biweekly.

Beginning January 1, 2023, the employee cost of the biweekly premiums, dependent and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by ten percent (10%) of the premium rate.

Beginning January 1, ~~2018~~2022, copays for non-Jackson Urgent Care Centers will increase to fifty dollars (\$50.00), and copays for Emergency Department visits will increase by fifty dollars (\$50.00) (excluding pediatric emergency department visits) on all plans. Also, the copays for outpatient procedures will increase to two hundred (\$200.00) and the copays for inpatient service will increase to one hundred (\$100.00) for POS and the Select Network/Managed Health Care Group Insurance Plan. ~~the PHT will provide a two-tiered premium option which will allow the bargaining unit member to continue coverage under the POS, Select Network/Managed Health Care, and Jackson First Insurance Group Insurance Plans. Bargaining unit members who complete a required annual wellness visit prior to the end of the 2018 and 2019 fiscal years, respectively, shall be eligible to continue coverage at the 2017 rates for those Plans for the following plan year, except as follows:~~

~~• For plan year 2019, the employee cost of coverage for the POS and Select Network/Managed Health Care will increase by 5% over the 2018 rates.~~

~~• For plan year 2020, the employee cost of coverage for the POS and Select Network/Managed Health Care will increase by 5% over the 2019 rates~~

Beginning on January 1, 2022, insurance coverage for all plans will be limited to the following five (5) pharmacy retail outlets: 1) Jackson Health System; 2) CVS Pharmacy; 3) Target; 4) Publix; and 5) Navarro.

Bargaining unit members who elect not to participate in the annual wellness visit for any reason will **also** have their cost of coverage increase by fifty dollars (\$50.00) per pay period for the following plan year.

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~~Beginning January 1, 2018, the employee cost of coverage for the HMO Plan will be adjusted as set forth in the attached Schedule. Bargaining unit members electing the HMO Plan who also elect not to participate in the annual wellness visit will have their cost of coverage increased by \$50 per pay period over the rates in the attached schedule. Thereafter, beginning January 1, 2019, the HMO Plan will be discontinued, and bargaining unit members who had elected the HMO Plan for the 2018 plan year will have the option of electing coverage under the POS, Select Network/ Managed Health Care, and Jackson First Group Insurance Plans for the 2019 plan year in accordance with the two-tiered premium option set forth, above.~~

- 3. Part time employees with benefits who consistently work thirty (30) or more hours per week, and part time employees assigned to a 3/2 schedule that average fifty-seven and a half (57 ½) hours bi-weekly, are eligible for participation in the PHT's health plans.

C. JACKSON FIRST PLAN

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

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

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

E. Telehealth

The parties agree that there is a need for the TrustPHT to implement Telehealth, a voluntary program which allows employees to contact a physician on a 24/7 basis for convenient low cost

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medical care. This program will reduce our employees from seeking immediate health care for low intensity health concerns in urgent care centers and emergency rooms and provide immediate high quality access to care.

In an effort to encourage employees to participate in the Telehealth program, a co-pay of only ten ~~(\$10)~~ dollars (\$10) will be charged for employees or dependents who use the services provided by telehealth.

Employees can access Telehealth via mobile app, visit the website or call toll free for physician to diagnose, treat, and prescribe with no additional charge.

F. Beginning on January 1, 2022, the premiums for the voluntary dental coverage will be increased by ten percent (10%). Beginning on January 1, 2023, the premiums for the voluntary dental coverage will be increased by ten percent (10%).

G. Covid-19 Non-Vaccinated Employee Surcharge

Beginning January 1, 2022, employees who have not been fully vaccinated with an FDA-approved (emergency or full approval) Covid-19 Vaccination will be assessed a surcharge of fifty dollars (\$50.00) per pay period. Full vaccination includes receiving all follow-up booster shots. Employees may apply for a medical or religious accommodation under this section. Employees who want to remove the surcharge may do so upon providing proof of full vaccination.

## ARTICLE XX - EMPLOYEE REPRESENTATION ON COMMITTEES

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

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a. Employee-Management Conference Committee

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

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

b. Joint Health and Safety Committee

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

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

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

c. Other Labor Management Committees, As Established

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

2. Other Hospital/Medical Staff Committees

- a. Affirmative Action Committee
- b. Employee Assistance Program Committee
- c. Bio-Ethics Committee
- d. Health & Safety Committee
- e. I.C.U. Committee/Critical Care Committee
- f. Infection Control Committee

- g. Health Information Management Committee
- h. Pharmacy & Therapeutics Committee
- i. Product Review & Analysis Committee

3. Matters Eliminated From Discussion

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

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

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

**ARTICLE XXI - SAFETY AND HEALTH**

**Section 1. General Recognition**

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

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

**Section 2. Joint Health and Safety Committee**

A. Purpose

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

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

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

**B. Establishment**

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

**C. Make-up of the Committee**

The committee shall be composed of eighteen (18) members. Nine (9) members may be designated by the Employer. Nine (9) members may be designated by the Union with no more than one (1) per patient care unit. The Committee will be co-chaired by Union and Management.

**D. Meetings and Agenda**

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

**Section 3. New Practices and Procedures**

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

**Section 4. Protection from Respiratory Hazards and Infectious Diseases**

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A. Infectious Diseases

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

B. Asbestos

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

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

**Section 5. On the Job Assault**

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

**Section 6. Security**

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

**Section 7. Safe Patient Handling and Minimal Lift Team**

Consistent with the hospital’s commitment to provide a safe and healthy workplace for employees and to ensure the highest quality care, the parties agree to maintain the safe patient handling and minimal lift plan.

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

**ARTICLE XXII - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT**

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

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

1. Determine the missions and objectives of the Employer;
2. Determine the methods, means and number of personnel needed to carry out Employer responsibilities;
3. Take such actions as may be necessary to carry out services during emergencies declared by the Employer;
4. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce their hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;
5. Discipline or discharge employees for just cause in accordance with applicable section of the Miami-Dade County Code and the personnel rules of the Employer including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline. The Employer will inform the Union of any changes in the existing rules and regulations before such changes are made effective;
6. Schedule operations and shifts;
7. Introduce new or improved methods, operations or facilities;
8. Hire, promote, transfer or assign employees;
9. Schedule overtime work as required;
10. Contract out for goods and services;
11. Establish health care policy and determine relationships between the

Employer and governmental, educational and community agencies.

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

### ARTICLE XXIII - TOXICOLOGY AND ALCOHOL TESTING

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

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

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

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

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

#### **ARTICLE XXIV - PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS**

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

or psychiatric examination deemed necessary for purposes of determining the employee's fitness to perform the complete duties and responsibilities of his/her position.

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

Based upon the results of such examinations, and other relevant information, the department director may place the employee on either paid or unpaid compulsory leave in accordance with

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

## **ARTICLE XXV - ASSIGNABILITY OF CONTRACT**

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns (as those terms are defined by state or federal labor law, including but not limited to a taxing district or 501(c)(3) designated entity) for the full term of this Agreement. The parties agree that the terms and obligations herein contained shall not be affected, modified, altered or changed in any respect by the transfer or assignment by the Employer of any or all of its property, control, ownership or management or by any change in the legal status of the Employer or any part thereof. The parties further agree that:

A. In the event of a sale, merger, assignment, or other transfer of operations of the Hospital, prior to the sale, merger, assignment or transfer the Hospital shall:

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

## **ARTICLE XXVI - MISCELLANEOUS**

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

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

**ARTICLE XXVII - STRIKES AND LOCKOUTS**

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

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

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

**ARTICLE XXVIII - TERM OF AGREEMENT**

A. The collective bargaining agreement between the PHT, Miami Dade County and Local 1991, Service Employees International Union, shall be effective October 1, ~~2020~~ ~~2017~~ and continue to September 30, ~~2023~~ ~~2020~~.

B. Either party may require by written notice to the other no later than June 30, ~~2023-2020~~, negotiations concerning modification, amendments, and renewal of this

Agreement to be effective October 1, ~~2023~~ ~~2020~~.

**ARTICLE XXIX – PENSION BENEFITS**

A. Effective March 1, 2012, the pension benefits of the Public Health Trust Retirement Plan

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shall be amended to reflect the following changes to the pension benefits of the Florida Retirement System (FRS) which became effective July 1,

2011: cost-of-living adjustments; changes to the definition of retirement age for new hires, other than the increase of the minimum years of service requirement; and changes to the calculation of average final compensation for new hires. Similarly, effective upon ratification of this Agreement, employee contribution levels shall also be amended to reflect the FRS employee contribution levels in effect as of July 1, 2011 (3% of pensionable earnings on a pre-tax basis, other than per diem pool).

- B. The Summary Plan Description for the PHT Retirement Plan shall be amended to conform to this Agreement, and a copy shall be provided to the Union upon its completion.

## **ARTICLE XXX - EMPOWERMENT PROGRAMS**

### **Section 1. Labor-Management Partnership Agreement**

#### **A. Purpose**

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

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

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

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

#### **B. Process and Structure**

##### **1. Senior Partnership Committee**

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

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

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

2. Access to Information

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

3. Consultants

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

4. Partnerships at Other Organizational Levels

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

5. Costs of the Partnership

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

6. Scope

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

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

With respect to quality, we recognize that business units aim to meet and/or exceed quality requirements of various accrediting and review organizations. The SPC's quality focus will be on achieving results to meet and surpass these requirements.

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

7. Existing Labor-Management Cooperation Arrangements

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

8. Current and Future Business Issues and Plans

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

9. Employment Security

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

10. Applicability

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

**Section 2. Empowerment and Efficiencies**

The Union and the Employer recognize that it is in the interest of all parties and the public to ensure the stability, efficiency, and improvement of the Jackson Health System. To that end, upon ratification of this Agreement, the Employer shall provide a maximum of one million dollars (\$1,000,000.00) annually to SEIU for the Registered Nurses, Professionals and Attending Physicians bargaining units to work on ways to achieve these goals (the "Empowerment and Efficiencies Funds"), or, alternatively, and in lieu of the aforementioned and upon mutual agreement, the Employer shall provide no less than 8 FTE paid released employees (total and not "per bargaining unit") selected by the SEIU to work on ways to achieve these goals (or upon mutual agreement, a combination of less than 8 FTE paid released employees and monetary payment to the maximum combined value of one million dollars).

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Any expert or consultant hired by the Union shall have access to all SEIU requests for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billing, audits and other records. The documents shall be provided at no charge. The parties agree to discuss the most cost effective ways to provide information requested. Such experts or consultants shall be provided access to the employer facilities and shall be provided suitable working space at the facility.

The parties expressly agree that an accurate on-going accounting of the one million dollars (\$1,000,000.00) of Empowerment and Efficiencies Funds expenditures will be provided in detail on a quarterly basis. In that regard, beginning January 1, 2022 SEIU will send to the Employer a quarterly accounting of all moneys expended and the current balance of the funds. The accounting will include all purchases and/or payments to/from individuals or organizations, with invoices submitted by such individuals or organizations related to the expenditures. The accounting will be provided quarterly to the Senior Partnership Committee. It is further agreed that if funds are used to pay salaries or stipends to employees of SEIU and/or the PHT, each recipient will detail their activities which must involve direct representational actions on their part on behalf of bargaining unit employees. SEIU will oversee any such payments to ensure these activities comply with the law.

## ARTICLE XXXI – HEALTH AND WELLNESS CULTURE

The Public Health Trust has implemented health and wellness programs which benefit employees and promote an optimal state of wellness.

### Section 1. Introduction

Jackson Health System, in collaboration with the Union, is committed to the optimal health of every employee. The purpose of the wellness program is to create an emphasis on wellness from a perspective that promotes overall balance, awareness, and well-being such that employees can thrive in work and life.

The top motivators for offering a program are to reduce healthcare costs, improve the health of employees, reduce absenteeism/presenteeism, improve employee morale, increase productivity, and provide an example to the community.

### Section 2. Pillars of Wellness

1. Role model of health
2. Culture of healthy living
3. Provide variety of programs
4. Provide positive incentives
5. Track participation with outcomes

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- 6. Measure for Return On Investment (ROI)
- 7. Sustainability

**Section 3            Goals & Objectives**

- Primary Goals:
  - o Nutrition coaching o Physical activity
  - o Stress management
- Secondary Goals:
  - o Weight management o Smoking cessation
  - o Biometric screening – PCP visit
  - Diabetes
  - HTN (hypertension)
  - Cardiovascular disease markers, such as cholesterol
- Tertiary Goals:
  - o Existing health problems
  - o Reduce and/or control symptoms o Chronic illness management:
    - Hypertension
    - Diabetes
    - Obesity
    - Tobacco

**Section 4.        Implementation and Recommendations:**

- Create Wellness Taskforce of equal parts JHS Management and the Union recommending 3 and 3 for the purpose to further mature the wellness program.

Recommendations to be considered by the Wellness Taskforce:

- Nutrition with counseling
  - o Permanent designated areas for lactating employees in each building o



Nutrition Specialist/coaches included in our benefit

- o Nutrition Specialist counseling on campus (Employee Health Services.)

to help employees with food addictions o Partner with Sodexo:

- o Color code high calorie foods versus medium and low calorie food on glass panels in cafeteria. Should be visible
  - o Discounts for low calorie foods
- o More healthy food available at all hours in cafeteria and vending machines
  - o Healthy food station in cafeteria including juice bar
- o Cafeteria should offer weight watchers program with a selection of meals on a daily basis. Should also provide flyers, classes, and education.
  - o "Healthier Hospital Initiative" - multiple hospitals participates
  - o Bring back farmer's market at the Alamo and introduce it at all campuses o Spouse eligibility for all programs to boost motivation for continuous

wellness especially on off-hours

- Physical activity
  - o Outdoor and indoor walking paths (all campuses)
  - o Stairs/motivational signs
- o In-house gym or gym discounts (more gyms added to list), trainer discounts, and gym classes/programs discounts
  - o Biometric/wellness screenings quarterly in house (all campuses)
  - o Online wellness profiles for employees
  - o Incentives for community walks/runs/etc.
- o Current UM wellness center discount or tiered program for participation and free Jackson employee trainers
  - o Access to water in each unit
- Stress management o Chair massage
- o Email newsletter for ideas for: Stretch breaks, Yoga breaks, Meditation breaks, etc.

- o 15min sleeping breaks after lunch
- Tracking and Sharing:
- o Department of Nutrition/Employee Services Nutrition Specialists team
- o Offer employees to buy “Step Counters”, “Fitbits”, or other trackers at discount
- o Using badge IDs or Calorie/step count Score Cards to keep track of wellness programs’ success
- o Platform where employees can participate and offer not only each other help and share ideas and stories but can also provide ideas for the Department of Nutrition/Employee services Nutrition Specialists team
  - o Offer scheduled counseling, lectures, and newsletter on Jackson Media o Newsletter should include healthy eating meals, for employees who reached goals, made improvements in their lifestyle, and other success stories
- o Provide Return On Investment (ROIs) for the employees, employee- groups, and overall hospital

**Section 5. Join the Movement (Wellness Incentive Plan)**

All bargaining unit members currently enrolled in PHT health insurance will be eligible to participate in the Jackson Health System Wellness Program. This program will allow bargaining unit members to earn and accumulate wellness reward points. In order to begin earning reward points, bargaining unit members must first complete a Personal Health Assessment and their annual wellness visit.

Below is a sample breakdown of the activities available for bargaining unit members to participate in, and the corresponding value of reward points. These activities and points are subject to change on an annual basis.

- Disease Management – 20 reward points
- Weight Watchers – 10 reward points
- Biometric Screening – 5 reward points
- Flu shot – 10 reward points
- Complete the CHIP Journey – 15 reward points
- Wellness Challenge – 5 reward points each, 25 points max
- Be Smoke Free – 5 reward points

- Emotional Wellbeing – 5 reward points each
- Maintain a Healthy BMI- 10 reward points
- Elect a JHS primary Care Physician – 15 reward points

An accumulation of 50 reward points will be worth Fifty (\$50.00) dollars; 75 reward points will be worth Seventy-five (\$75.00) dollars and 100 reward points will be worth One hundred and fifty (\$150.00) dollars. The deadline to complete the program and submit any required documentation is December 1st, with incentive to be paid out in January of the following calendar year.

All forms, websites, and an updated activity list can be found on [www.JacksonBenefits.org](http://www.JacksonBenefits.org).

## THE COLLECTIVE BARGAINING AGREEMENT

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

Temporary Trainee  
Emergency Substitute  
Temporary Relief

Students

## SIDE LETTER 2 - PHARMACISTS

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

1. Offer modular based, competency assessed, staff development programs that are tied to practice improvement opportunities in each pharmacy area, Including

but not limited to national certifications.

2. Consistent with assuring necessary support for patient care, Pharmacy Services will attempt to provide flexible schedules to meet the needs of employees in educational programs.

3. Create a Labor Management Committee to assist in reviewing and monitoring the pharmacy career ladder and educational programs.

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4. In accordance with the collective bargaining agreement, give priority to promotions from within, thereby providing all employees with the opportunity to aspire to higher level positions within the PHT's operations.

5. In so far as patient needs, improved automation and efficiency allows, the department will make reasonable efforts to provide clinical non-dispensing time in classification of Clinical Practice Pharmacist.

### **SIDE LETTER 3 - SOCIAL WORKERS**

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

### **SIDE LETTER 4 - MEDICAL TECHNOLOGISTS**

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

### **SIDE LETTER 5 - DIETITIANS**

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

### **SIDE LETTER 6 - NUCLEAR MEDICAL TECHNOLOGISTS**

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

### **SIDE LETTER 7 - MEDICAL RECORDS PRACTITIONER**

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

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