

MEMORANDUM

Agenda Item No. 14(A)(2)

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 Committee of Interns and Residents; waiving provisions of Resolution No. R-130-06

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



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)(2)

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)(2)
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 COMMITTEE OF INTERNS AND RESIDENTS; 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 Committee of Interns and Residents (the “CIR”) which is the duly certified collective bargaining agent representing bargaining unit members of the CIR employed by the PHT; and

WHEREAS, such negotiations have resulted in a tentative agreement between the PHT and the CIR, a copy of which is attached 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 CIR and recommend that the tentative agreement be approved and ratified; and

WHEREAS, the tentative agreement was ratified by the bargaining unit members of CIR on September 3, 2021; and

WHEREAS, on August 31, 2021, the Board of Trustees of the PHT adopted Resolution No. PHT 08/2021- 037 that accepted the tentatively agreed-upon 2020-2023 collective bargaining agreement by and among Miami-Dade County, the Public Health Trust and the CIR attached to the accompanying memorandum and requested that this Board approve and 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 agreement between Miami-Dade County, the Public Health Trust and the CIR 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 5th 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 Committee of Interns and Residents
(Approximately 1,100 Employees)

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 Committee of Interns and Residents (CIR) Bargaining Unit. This Agreement covers approximately eleven hundred (1,100) employees of the PHT.

Scope

The impact of this agenda item affects all full-time employees of the Jackson Health System that are members of the CIR bargaining unit. Members of the CIR consist of all regular full-time employees employed by the PHT of Miami-Dade County in the titles of PGY-1, PGY-2, PGY-3, PGY-4, PGY-5, PGY-6, PGY-7, PGY-8 non-academic graduate assistants in the areas of dermatology (research), special immunology, neurology, ophthalmology, general dentistry and otolaryngology, non-graduate assistants serving as ophthalmology fellows, non-graduate assistants serving as ENT fellows, and fellows.

Fiscal Impact/Funding Source

The fiscal impact of this Agreement would be \$2,046,353.00 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 the obligations under this Agreement.

Track Record/Monitor

The monitoring and implementation of all labor contracts and collective bargaining agreements is overseen by Michelle Kligman, 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 the CIR’s negotiating team. Both parties agreed to certain wage scale changes which reflect at least the sixtieth percentile of the “Resident/Fellow Stipends Nationwide” as published in the most recent AAMC (Associate of American Medical Colleges) survey. The other proposed changes,

which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment and previous financial sacrifices.

Terms of Agreement

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

Article II §2 – Pay Rates

“Effective September 5, 2021, the wages of all employees in the bargaining unit classifications will be increased to the sixtieth percentile of the “Resident/Fellow Stipends Nationwide” as published in the most recent AAMC (Associate of American Medical Colleges) survey.”

Article II §9: Additional Shift Coverage in response to COVID

Effective July 1, 2021 until September 30, 2023, all employees in the bargaining unit classifications who are reassigned from scheduled electives, outpatient experiences, research or are required to work additional shifts to cover inpatient (ward or ICU), L&D, or ED shifts due to increased COVID-related inpatient demands as determined by the Program Director will be compensated as follows:

Monday-Friday Day Shift	\$200
Saturday/Sunday/Holiday Day Shift	\$290
Night Shift Monday-Friday	\$290
Saturday/Sunday/Holiday Night Shift	\$375
Monday-Friday Call Shift	\$425
Saturday/Sunday/Holiday Call Shift	\$450

Article VI § 1 – Group Health Insurance

New language was added to provide that beginning January 1, 2022, the employee cost of the biweekly dependent premiums coverage for the Select Network/Managed Health Care Group Insurance Plan (“Select Plan”) and the Point of Service (POS) will increase by 10% of the current premium rate. Beginning January 1, 2022, single coverage for the Select Plan 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 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 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 Plan. Beginning on January 1, 2022, insurance coverage for all plans will be limited to the following Pharmacy retail outlets: Jackson Health System, Publix, CVS, Target and Navarro.

Article VI §4: Dental and Vision Insurance Coverage

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

Article VI §6: Smoking Surcharge

Beginning January 1, 2022, all house staff will be required to complete an attestation stating whether they use tobacco products. House staff that attest that they use tobacco products will be charged a surcharge of \$50 per pay period. “Tobacco use” is defined as the use of tobacco products four or more times per week within six (6) months of completing the attestation. All tobacco users have the opportunity to have their tobacco surcharge removed by completing the wellness requirements by attending the Tobacco Cessation Program and remaining tobacco free.

Article VI §7: Fertility

Upon ratification, all employees in the bargaining unit classifications will have an option to opt into enhanced fertility benefits through WinFertility, or other family building benefits, for themselves or dependent(s). WinFertility provides up to 40% in savings access to a network of top-ranked fertility specialists, including IVF treatment, genetic testing, and egg freezing services.

Article XIV – Impaired Physician

New language was added to this section in order to set specific time limitations for communication from all employees in the bargaining unit classifications who enter rehabilitation programs through the Professionals Resource Network. The new language was added in an effort to address Management’s concern of an observed lack of communication from employees while in rehabilitation programs; and Management’s concern surrounding the difficulties that Management often encounters when an employee is out on medical leave for several months with no clear end date.

Article XVII –Parking

Upon ratification, all employees in the bargaining unit classifications who are entering the JHS campus because they are on call or for other related patient care related issues will be reimbursed any parking fees for parking in any parking facilities between 8:00 pm to 4:00 am.

Article XVIII - Accommodations during Natural Disasters

Upon ratification, all employees in the bargaining unit classifications who are approved to work during a disaster/state of emergency will be provided on-site accommodations in one or more designated areas during and immediately after the disaster event.

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 - 037

RESOLUTION APPROVING THE 2020-2023 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND COMMITTEE OF INTERNS AND RESIDENTS (CIR), 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 Committee of Interns and Residents (hereinafter referred to as "CIR") which is the duly certified collective bargaining agent representing bargaining unit members of the CIR employed by the Public Health Trust; and

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

WHEREAS this Collective Bargaining Agreement is scheduled for a ratification vote by the CIR bargaining unit on August 31, 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 CIR for the period of October 1, 2020 through September 30, 2023 and hereby forwards the agreement to the Board of 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.

Agenda Item 10.e.
Special Public Health Trust Board of Trustees
August 31, 2021

-Page 2-

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 31st 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 Committee of Interns and Residents (Approximately 1,100 Employees)

Recommendation

It is recommended that the Public Health Trust Board of Trustees (PHT) approve this resolution recommending that 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 the Committee of Interns and Residents (hereinafter, "CIR"). This Agreement covers approximately eleven hundred (1,100) employees of the PHT.

Scope

The impact of this agenda item affects all full-time employees of the Jackson Health System that are members of the CIR bargaining unit. Members of the CIR consist of all regular full-time employees employed by the PHT of Miami-Dade County in the titles of PGY-1, PGY-2, PGY-3, PGY-4, PGY-5, PGY-6, PGY-7, PGY-8 non-academic graduate assistants in the areas of dermatology (research), special immunology, neurology, ophthalmology, general dentistry and otolaryngology, non-graduate assistants serving as ophthalmology fellows, non-graduate assistants serving as ENT fellows, and fellows.

Fiscal Impact/Funding Source

The fiscal impact of this Agreement would be \$2,046,353.00 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 the obligations under this Agreement.

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Background

This Agreement is a product of good-faith negotiations between management's negotiating team and the CIR's negotiating team. Both parties agreed to certain wage scale changes which reflect at least the sixtieth percentile of the "Resident/Fellow Stipends Nationwide" as published in the most recent AAMC (Associate of American Medical Colleges) survey. The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment and previous financial sacrifices.

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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.

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Beginning January 1, 2022, all house staff will be required to complete an attestation stating whether they use tobacco products. House staff that attest that they use tobacco products will be charged a surcharge of \$50 per pay period. “Tobacco use” is defined as the use of tobacco products four or more times per week within six (6) months of completing the attestation. All tobacco users have the opportunity to have their tobacco surcharge removed by completing the wellness requirements by attending the Tobacco Cessation Program and remaining tobacco free.

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New language was added to this section in order to set specific time limitations for communication from all employees in the bargaining unit classifications who enter rehabilitation programs through the Professionals Resource Network. The new language was added in an effort to address Management’s concern of an observed lack of communication from employees while in rehabilitation programs; and Management’s concern surrounding the difficulties that Management often encounters when an employee is out on medical leave for several months with no clear end date.

Article XVII –Parking

Upon ratification, all employees in the bargaining unit classifications who are coming on campus because they are on call or for other related patient care related issues will be reimbursed any parking fees for parking in any parking facilities between 8:00 pm to 4:00 am.

Article XVIII - Accommodations during Natural Disasters

Upon ratification, all employees in the bargaining unit classifications who are approved to work during a disaster/state of emergency will be provided on-site accommodations in one or more designated areas during and immediately after the disaster event.

Article XXII Section 1 – House staff Involvement, Education, & Community Outreach Fund

New language was added to this section to provide an accurate and on-going accounting on a quarterly basis of the One Hundred and Seventy-Five Thousand (\$175,000.00) dollars annual House staff Involvement, Education, & Community Outreach Fund.

Collective Bargaining Agreement

Between the

Public Health Trust (PHT)

-- Miami-Dade County, Florida --

and the

Committee of Interns and Residents (CIR)

October 1, 201820 through September 30, 20203

Committee of Interns and Residents

Miami Office:

1400 NW 10th Avenue

Suite 102

Miami, Florida 33136

Telephone: (305) 325-8922

- (a) The content and structure of residency programs and the orientation programs for new housestaff officers.
- (b) Staffing and staffing patterns at the Public Health Trust, including, but not limited to, the number of housestaff officers, patient admission policies, and the level of patient care.

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

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

Article 2 Salaries and Compensation

Section 1: Definitions

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

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

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

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

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

Pen, 8/27/21
PHT Date

2

ACR 8-27-21
CIR Date

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

4. The PGY level credit referenced in paragraphs C.1. and 2 above cannot be combined with the C.3. The housestaff officer shall receive the PGY level credit for pay purposes for the related experience in lieu of the unrelated experience if entitled to credit under both paragraphs.

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

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

Section 2: Pay Rates

A. Effective ~~October 1, 2018~~ July 1, 2020, the PGY rates for all employees in the bargaining unit will be the following:

PGY 1	———— \$ 54,652 <u>\$58,305</u>
PGY 2	———— \$ 56,510 <u>\$60,442</u>
PGY 3	———— \$ 58,683 <u>\$62,943</u>
PGY 4	———— \$ 61,200 <u>\$65,441</u>
PGY 5	———— \$ 63,470 <u>\$68,041</u>
PGY 6	———— \$ 65,856 <u>\$70,715</u>
PGY 7	———— \$ 68,222 <u>\$73,618</u>
PGY 8	———— \$ 71,798 <u>\$77,177</u>

The ~~above referenced~~ PGY 8 rate ~~of \$71,798~~ will be for employees in the programs/fellowships of Plastic Surgery, Plastic Surgery-Hand, Neurosurgery Spine, Neurosurgery Neurocritical Care, Neurosurgery Neurological Oncology, Neurosurgery Stereotactic & Functional, Neurosurgery Peripheral Nerve Surgery, Neurosurgery Cerebrovascular & Skull Base, Neurosurgery Neuroendovascular, and Clinical Electrophysiology which require an eighth year of training based upon ACGME prerequisites. Employees who, due to change in specialty, incur an eighth year of training will not be eligible for the PGY 8 rate.

B. ~~On January 1, 2019, and thereafter,~~ if the percentage increase as scheduled above fails to bring any Housestaff Officer PGY yearly salary to the ~~fiftieth~~ sixtieth percentile of the “Resident/Fellow Stipends Nationwide” as published in the most recent AAMC (Association of American Medical Colleges) survey then such salary level shall be immediately adjusted upward

Pem
PHT
8/27/21
Date

3

ACR
CIR
8-27-21
Date

to reach that sum. Any salary adjustment based on the AAMC survey for the 2020 academic year will be effective upon September 5, 2021.

C. ~~Effective October 1, 2019, the wages of all employees in the bargaining unit will be increased by one percent (1%).~~

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

ED. All bargaining unit members shall be paid pursuant to and placed on the above scales.

Section 3: Chief Resident Differential

A. There shall be a \$2,900.00 per year Chief Resident lump sum differential above the regular PGY rate for each bargaining unit Chief Resident with administrative duties, or those assigned to perform such administrative Chief Resident work in accordance with the Graduate Medical Education Policy. This differential shall be pro-rated on a proportional basis for those doing the work for less than a full year. This lump sum shall be paid to Chief Residents during the first full pay period in September of each academic year. The Chief Residents that attend and fully participate in Jackson Health System approved committees in the areas of 1) Quality 2) Patient Experience 3) Process Improvement will receive an additional \$700.00 lump sum each residency academic year. The attendance log for approved committees will be used to validate attendance ~~to committees~~. The \$700.00 lump sum will be paid to Chief Residents during the last pay period of their residency academic year.

Section 4: Registration Fees

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

Section 5: Uninterrupted Pay

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

Pem 8/27/21
PHT Date

4

ACR 8-27-21
CIR Date

Section 6: Paycheck Error

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

Section 7: Pay Supplements

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

Section 8: Emergency Pay

All essential staff required to work at any facility during anthe emergency period declared by the CEO/President of the Public Health Trust will be compensated with a \$450 stipend per 24 hour shift. Assignments to these 24 hour shifts must be approved by a Program Director. -The payment of the stipend will cease when JHS has ended the emergency period.

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

Section 9: Additional Shift Coverage in response to COVID

- A. In order to meet the demands of the market during this COVID-19 pandemic and to ensure that experienced clinical staff are utilized, the PHT and CIR agree that housestaff should receive additional compensation when they are required to work additional inpatient, L&D, and ED shifts above and beyond their previously assigned total shift to meet the increased Hospital’s inpatient clinical needs related to COVID. This policy does not apply to housestaff reassigned due to a colleague’s emergencies or illness as this situation is covered under “PULL” (Article 3).
- B. Effective July 1, 2021 until September 30, 2023, any Housestaff members who are reassigned from scheduled electives, outpatient experiences or research, traditionally considered less intense rotations important for career goals, to cover inpatient (ward or ICU), L&D, or ED shifts due to increased COVID-related inpatient demands as determined by the Program Director will be compensated as delineated in section E below.
- C. Effective July 1, 2021 until September 30, 2023, any Housestaff Officer required to do additional shifts in the ICU, L&D, or ED during the day, overnight, or on weekends due to increased COVID related clinical demands

Pan
PHT
8/27/21
Date

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ACR
CIR
8-27-21
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of the hospital the Housestaff Officer will receive additional compensation as delineated in Section E below.

D. If a resident or fellow is reassigned from a clinical rotation whose clinical service is cancelled (such as cancelled clinics/closed patient service/cancelled procedures), this policy would not apply.

E. Housestaff shall be compensated for working reassigned shifts and additional shifts at the rates set forth below:

a. <u>Monday-Friday Day Shift</u>	<u>\$200</u>
b. <u>Saturday/Sunday/Holiday Day Shift</u>	<u>\$290</u>
c. <u>Night Shift Monday-Friday</u>	<u>\$290</u>
d. <u>Saturday/Sunday/Holiday Night Shift</u>	<u>\$375</u>
e. <u>Monday-Friday Call Shift</u>	<u>\$425</u>
f. <u>Saturday/Sunday/Holiday Call Shift</u>	<u>\$450</u>

For the purposes of his Article, "Day shift" and "Night Shift" shall refer to assignments of 4 to 14 continuous hours.

"Call Shift" shall refer to clinical assignments of up to 28 continuous hours.

"Monday-Friday Day Shift" shall refer to a weekday shift longer than the housestaff's previously scheduled shift.

Claims are to be submitted within sixty (60) days of the end of the rotation affected for which the claim is made. The Trust shall provide the union with copies of the processed form within thirty (30) days receipt of a properly completed and approved form. The Trust will make payment of the approved claim within thirty (30) days of receipt of the properly completed claim form.

Article 3 Work Hours

Section 1: Definitions

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

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

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Section 2: Duty Hours/On-Call Activities

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

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

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

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

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

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

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

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

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

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

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

Section 3: Hours Violations

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

Section 4: Housestaff Pull List Coverage Pool Reimbursement

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

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

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

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

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

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

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

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

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

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

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

Section 5: Unused Pool Funds

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

Section 6: Pull List Coverage Pool Claims Procedure

All claims shall be made on the form agreed to by CIR and the Trust. Claims are to be submitted within thirty (30) days of the end of the rotation for which the claim is made. The Trust shall provide the union a copy of the processed form within thirty (30) days receipt of a properly completed claim form. The Trust shall make payment of approved claims within thirty (30) days of receipt of a properly completed claim form.

Section 7: Reports

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

Section 8: Schedules

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

Section 9: No Forced On Call Make Up

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

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Section 10: Scope of Practice

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

**Article 4
Leave**

Section 1: Vacations

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

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

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


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

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


Section 2: Sick Leave

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

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

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

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

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

Section 3: Leave of Absence without Pay

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

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


Section 4: Professional Leave

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


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

Section 5: Bereavement Leave

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


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For the purposes of this section "spouse" shall be understood to include a significant other living within the same household.

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

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

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

Section 6: Military Leave

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

Section 7: Voting

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

Section 8: Jury Duty

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

Section 9: Witness and Jury Fees

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

Section 10: Union Functions


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

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

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

Section 11: Holidays

The Public Health Trust past practice regarding the scheduling and pay for holidays for housestaff officers shall continue.

Section 12: Contract Year Extension

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

Section 13: Insurance Extension

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


**Article 5
Prevailing Benefits**

Section 1:


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

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

Section 2:


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

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

Article 6 Group Health Benefits Coverage

Section 1: Group Health Insurance

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

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

B. The Trust and CIR shall establish a union/management committee to review and make suggestions for improvements to the housestaff group health insurance package including the mental health and dental components of the program. The Trust and CIR shall work together to find creative solutions to reducing out-of-pocket premium costs for PHT employees. In addition, the committee will collaborate to implement wellness programs and activities which encourage employees to improve their health and overall well-being through health and financial education, communication and activities that support healthy lifestyles. The committee will emphasize wellness from a perspective that promotes overall balance, awareness and wellbeing so employees can thrive in work and life.

C. Copies of the ~~2021~~2018 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, and deductibles. In addition to the POS plan, the PHT will continue to provide a Select Network/Managed Health Care Group Insurance Plan, ~~the Standard HMO Plan~~ and the Jackson First Group Insurance Plan for the ~~2021~~2018 Plan year.

Beginning January 1, ~~2022~~2018, the employee cost of the biweekly dependent premiums coverage 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

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~~biweekly. Standard HMO Plan will be adjusted as set forth in the attached Schedule. After the 2018 Plan year, the Standard HMO Plan will be discontinued.~~

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 on January 1, 2022, insurance coverage for all plans will be limited to the following Pharmacy retail outlets: Publix, CVS, Target and Navarro.

D. 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 2019 fiscal year, respectively, shall be eligible to continue coverage at the 2017 rates for those Plans for the following plan year, except as follows:~~


~~(c) 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.~~

~~(d) 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.~~


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 \$50 per pay period for the following plan year.

~~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.~~

Open enrollment will be offered to all housestaff prior to the beginning of each plan year, which will annually run from January 1 to December 31. Reasonable accommodations will be made for housestaff during open enrollment to include offering three (3) evening open enrollment sessions from 6-8 pm; placing open enrollment representatives in common areas in Jackson Memorial Hospital that are easily accessible to housestaff, and offering online enrollment.


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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 Appendix D 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 diagnostic testing includes MRI, CT, mammography, colonoscopy, laboratory services, etc.

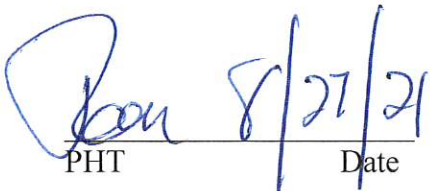
E. Telehealth

The parties agree that there is a need for the PHT to implement Telehealth, a voluntary program which allows employees to contact a physician on a 24/7 basis for convenient low cost 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 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. The Trust shall provide all housestaff officers with the JHS/PHT Health Plan, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, ~~and~~ co-insurance and surcharges.


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Section 2: Life Insurance

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

Section 3: Salary Continuation and Disability Coverage

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

Section 4: Dental and Vision Insurance Coverage

A. All housestaff officers shall be provided the JHS/PHT Dental and Vision coverage, on the same terms and conditions provided to all other PHT employees with regard to premiums, plan design, co-pays, deductibles, pharmacy, and co-insurance until December 30, 2021.

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

Section 5: Extra Privacy Measure for Jackson Employees

The parties agree to form a joint CIR-PHT committee for the express purpose of exploring and implementing measures that will ensure the privacy of bargaining unit employees' medical records. The Trust will commit to using this information to follow-up on inappropriate access and systematically incorporate the information into their audit plan.

Section 6 Smoking Surcharge

Beginning January 1, 2022, all house staff will be required to complete an attestation stating whether they use tobacco products. House staff that attest that they use tobacco products will be

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charged a surcharge of \$50 per pay period. "Tobacco use" is defined as the use of tobacco products four or more times per week within six (6) months of completing the attestation.

a. False Reporting of Tobacco Use for Active Employees

If the Employer receives a complaint or report of an employee making a false attestation of tobacco use, the Employer will be responsible for adjudicating the report, determining if the employee is paying the tobacco surcharge and notifying the employee of their ability to re-file a correct tobacco use attestation. If the employee re-files as a tobacco user, the employee will begin paying the surcharge from that month going forward beginning the next pay period.

b. Removing the Tobacco Premium

All tobacco users have the opportunity to have their tobacco surcharge removed by completing the wellness requirements by attending the Tobacco Cessation Program and remaining tobacco free.

Section 7: Fertility

Housestaff will have an option to opt into enhanced fertility benefits through WinFertility, or other family building benefits, for themselves or dependent(s) as defined in the voluntary Plan (Appendix B+). WinFertility provides up to 40% in savings access to a network of top-ranked fertility specialists, including IVF treatment, genetic testing, and egg freezing services.

Employees will receive all services paid for to complete the treatment cycle regardless of the company status, without disruption of care. Additionally, in the rare occasion that a provider leaves the network, WIN will work with the employee to transition future services to another in-network provider.

PHT has the right to discontinue this program for the next plan year with sixty (60) days' written notice to the union. The PHT will meet with the union to discuss before the beginning of the next plan year.

**Article 7
Health & 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

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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

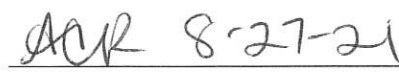
1. Role model of health
2. Culture of healthy living
3. Provide variety of programs
4. Provide positive incentives
5. Track participation with outcomes
6. Measure for Return On Investment (ROI)
7. Sustainability

Section 3. Goals & Objectives

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


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Section 4. Implementation and Recommendations:

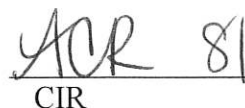
- Create Wellness Taskforce of equal parts JHS Management and the Union (3 and 3) for the purpose of further maturing and developing the wellness program.

Recommendations to be considered by the Wellness Taskforce:

- Nutrition with counseling
 - Permanent designated areas for lactating employees in each building
 - Nutrition Specialist/coaches included in our benefit
 - Nutrition Specialist counseling on campus (Employee Health Services.) to help employees with food addictions
 - Partner with Sodexo:
 - Color code high calorie foods versus medium and low calorie food on glass panels in cafeteria. Should be visible
 - Discounts for low calorie foods
 - More healthy food available at all hours in cafeteria and vending machines
 - Healthy food station in cafeteria including juice bar
 - More vegan and vegetarian offerings
 - Cafeteria should offer weight watchers program with a selection of meals on a daily basis. Should also provide flyers, classes, and education.
 - "Healthier Hospital Initiative" - multiple hospitals participates
 - Bring back farmer's market at the Alamo and introduce it at all campuses
 - Spouse eligibility for all programs to boost motivation for continuous wellness especially on off-hours
- Physical activity
 - Outdoor and indoor walking paths (all campuses)
 - Stairs/motivational signs
 - In-house gym or gym discounts (more gyms added to list), trainer discounts, and gym classes/programs discounts
 - Biometric/wellness screenings quarterly in house (all campuses)
 - Online wellness profiles for employees
 - Incentives for community walks/runs/etc.
 - Current UM wellness center discount or tiered program for participation and free Jackson employee trainers
 - Access to water in each unit
- Stress management
 - Chair massage
 - Email newsletter for ideas for: Stretch breaks, Yoga breaks, Meditation breaks, etc.
 - 15min sleeping breaks after lunch
- Tracking and Sharing:
 - Department of Nutrition/Employee Services Nutrition Specialists team
 - Offer employees to buy "Step Counters", "Fitbits", or other trackers at discount
 - Using badge IDs or Calorie/step count Score Cards to keep track of wellness programs' success

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- 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
- Offer scheduled counseling, lectures, and newsletter on Jackson Media
- Newsletter should include healthy eating meals, for employees who reached goals, made improvements in their lifestyle, and other success stories
- Provide Return On Investment (ROIs) for the employees, employee-groups, and overall hospital

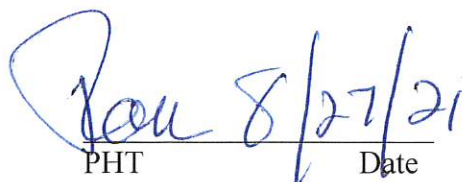
Section 5. Join the Movement (Wellness Incentive Plan)

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. Effective January 1, 2018, all bargaining unit members will be provided one (1) paid wellness day every academic year to complete their annual wellness visit. This wellness day will not carry over to the following year and must be used by July 31st of each academic year. Departments will schedule wellness days on the least busy rotations, where work will not be increased on other colleagues. CIR leaders and GME will create a policy for how wellness days will be assigned to ensure that all HSO receive their wellness day. This includes not scheduling a resident for patients during clinic or operating room cases on their wellness day.

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.

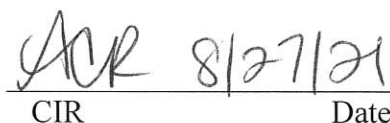
- Disease Management – 20 reward points
- Weight Watchers – 10 reward points
- Biometric Screening – 5 reward points
- Flu shot – 10 reward points
- Complete the CHIP Journey – 15 reward points
- Wellness Challenge – 5 reward points each, 25 points max
- Be Smoke Free – 5 reward points
- Emotional Wellbeing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


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Malpractice and Liability Coverage

With respect to liability for negligence, the Trust agrees that each housestaff officer's activities in discharge of responsibilities under this Agreement, at Trust facilities, are governed by Section 768.28(9)(a), Florida Statutes, which provides that no housestaff officer shall be held personally liable in tort (including attorneys fees and costs) in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his/her employment. However, a housestaff officer may be held personally liable for injuries or damages resulting from any act of omission or commission performed in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property.

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

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

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

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

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

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

In addition to the sovereign immunity protection of Section 768.28 of Florida Statutes, if the housestaff officer is directed by the Trust to work at an institution not part of the Trust located outside the State of Florida, but within one of the other forty-nine states, the Trust shall provide

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insurance coverage for the housestaff officer pursuant to the Trust's Risk Management Division policy for the duration of the out-of-state training.

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

**Article 9
Non-Discrimination**

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

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

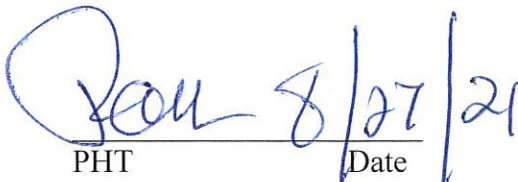
The Trust must provide an educational and work environment in which housestaff may raise and resolve issues without fear and intimidation or retaliation. All housestaff officers covered by this Agreement will not be discriminated against for the exercise of their right: to join and assist the Union or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

**Article 10
Maintenance of Residency Programs**

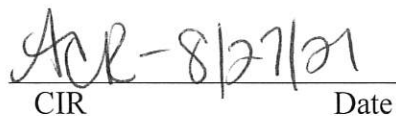
Section 1:

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

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

Section 3:

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

Section 4:

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

**Article 11
Individual Contracts and Renewals**

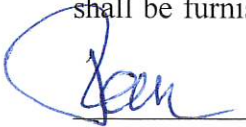
Section 1: Individual Contracts

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


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

Section 2: Form of Individual Contract

The form of individual contract (which may be in the form of a letter of offer which outlines the term of appointment, salary, department, PGY level, and references the CIR contract) presently used by the Trust shall be made available to the union, and if changed, a copy of any such change shall be furnished to the union. The parties' agreement to use a letter of offer is a result of the

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parties' understanding that the collective bargaining agreement governs the terms and conditions of employment for the unit and that individual contracts of employment are no longer appropriate. The use of a letter of offer rather than individual contracts is not intended to enhance or diminish any procedural or substantive rights or benefits contained in the collective bargaining agreement.

Section 3: Letter of Completion and Certificate


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

Section 4: Renewal of Appointments

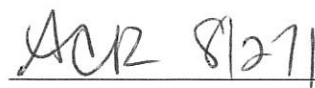
A. The parties agree that the decision to renew the appointment of a housestaff officer is not subject to negotiation, and neither is it grievable through this collective bargaining agreement. However, the Trust shall take all administrative steps within its control to ensure that housestaff officers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

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

- a. Housestaff officers with annual contracts shall be notified in writing no later than January 15, if their appointment is not to be renewed for the next year of a given residency program.
- b. Housestaff officers in jeopardy of receiving a letter of non-renewal will be given a Performance Improvement plan (PIP) where appropriate to address performance issues, in order to provide sufficient time to meet program expectations and show significant improvement in identified areas of deficiency. Performance Improvement Plans should be competency based. The ACGME requires certain programs to implement Independent Learning Plans. Although required by the ACGME for certain programs, Program Directors who lead programs not requiring Independent Learning Plans can involve the housestaff officer to develop an Independent Learning Plan in lieu of a Performance Improvement Plan, where appropriate. This Independent Learning Plan is meant to first be created by the housestaff officer as a self-reflection of their individual deficiencies that will be discussed and endorsed by the program director or designee. A Performance Improvement Plan and an Independent Learning Plan are simply feedback, and are not considered reportable actions. If the Program Director determines that a housestaff officer is not meeting academic standards, or has failed to satisfactorily cure deficiencies, the Program Director may elect to take further action which may include one or more of the following steps:
 - i. Additional Performance Improvement Plan; or
 - ii. Reportable Actions:


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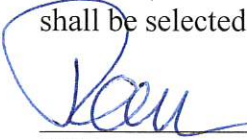
1. Requiring a housestaff officer to repeat a rotation, which in turn extends the required period of training;
 2. Election not to advance a housestaff officer to the next PGY level;
 3. Election to non-renew the residency or fellowship contract.
- c. Reportable Actions are those actions that the Program must disclose to others upon request, including, but not limited to, the following: future employers, privileging hospitals, credentialing boards, and licensing and specialty boards.
- d. Housestaff officers with contracts of ~~less than~~ twelve (12) months or less shall be given notice of ~~their non-renewal inability to graduate~~ along with a Performance Improvement Plan as outlined above where appropriate to address performance issues. Program directors will notify housestaff in writing no later than March 1st in order to provide sufficient time to meet program expectations and show significant improvement in identified areas of deficiency. ~~by the first day after one-half of the housestaff officer's contract.~~
- e. If the notice is not timely given the employee will be renewed.
- f. Housestaff officers will be informed no later than March 1st if they are not going to be advanced to the next PGY level the following year. After March 1st, advancement may be rescinded by the department if the housestaff officer fails to meet ACGME, ADA, AOA, or APMA requirements or standards for satisfactory completion of all or part of that year and the department has counseled and so advised the housestaff officer in a timely way.

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

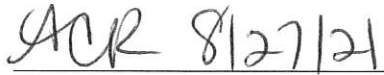
B. Should a question arise regarding the timely non-renewal of the appointment or the non-advancement of a housestaff officer, such non-renewal or non-advancement may be appealed by presenting a written appeal no later than fourteen (14) calendar days after the receipt of written notification of non-renewal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

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

The Chief ~~Medical Officer~~ Physician Executive and/or designee along with two Chiefs of Service (neither from the affected employee's service) shall review the written appeal. One Chief shall be selected by the Chief Medical Officer and one by the union and/or the affected HSO. The


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panel shall meet within fourteen (14) calendar days of the notice to the Chief Medical Officer to give the housestaff officer and union an opportunity to present statements and information (such as documents and witnesses) on his/her behalf and to give rebuttal to any statements or documents presented. Members of the panel may ask questions of persons appearing before it and/or arrange for the presentation of any information which would assist it in reaching a decision.

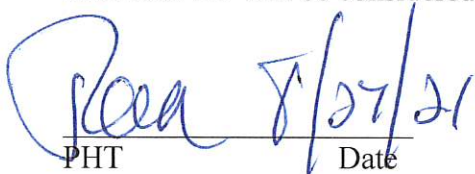
This panel's meeting shall not constitute a hearing, and the rules with respect to the presentation and examination of testimony and evidence used for formal hearings and arbitrations shall not apply. If there are additional issues of fact or procedure in question, the panel may call for further investigation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

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

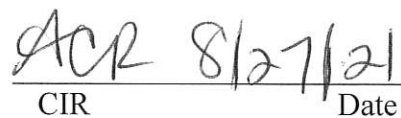
Section 5: Notification, Licensing and Exams

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

After July 1, 2019, all categorical residents who successfully pass the Comprehensive Osteopathic Medical Licensing Examination ("COMLEX") or United States Medical Licensing Exam ("USMLE"), Step 3 licensing exams within the time limits expressed below will be reimbursed for the exam fee by the hospital. No resident shall be reimbursed for this fee more than one time, and unsuccessful attempts shall not be reimbursed. For the purposes of reimbursement, residents must pass this exam by the end of their first eighteen months of their training in any residency program in order to be eligible for reimbursement (e.g. by the middle of PGY 2). For the purposes of this article, a preliminary resident who will continue their training with the PHT will be considered a categorical resident.


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In addition, if a resident has taken but not passed the Step 3 exam within the first eighteen months of their training, he or she will be eligible for reimbursement of a successfully passed Step 3 exam until the end of PGY 2.

Also, if a resident completes their first year of training in another institution, he or she will also be eligible for reimbursement until the end of their PGY 2. Departments will make every effort to accommodate resident scheduling of Step 3.

Section 6: Retention Incentives

- A. Medical and DEA License: The PHT shall provide reimbursement for each resident or fellow to acquire their Medical and DEA License who will continue to be employed as an attending physician by the PHT for no less than 1 year following initial full licensing. For newly hired residents and fellows who obtain a valid Florida Medical License prior to their employment by the PHT, the PHT will provide a bonus equivalent to the cost of obtaining a license so long as such license is valid for at least year one year after the resident/fellow's hire date.
- B. Board Certification: The PHT will reimburse residents and fellows for the cost of specialty board certification for residents and fellows who will continue to be employed by the PHT in the academic year following the reimbursement.

**Article 12
Grievance and Arbitration Procedures**

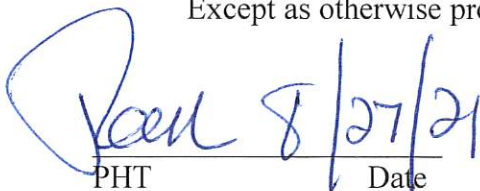
Section 1:

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

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

Section 2:

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


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

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

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

Section 3:

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

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

Section 4:

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

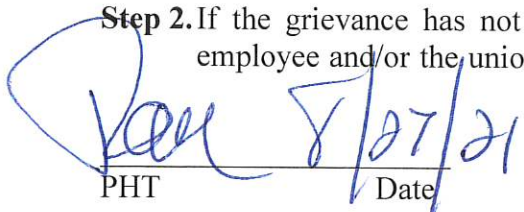
Section 5:

Grievances shall be processed in accordance with the following procedure:

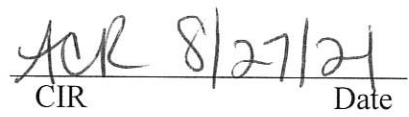
A grievance may be brought no later than fourteen (14) calendar days after the date on which the grievance arose (or was reasonably likely to have become known) by an individual housestaff officer and CIR, or by CIR alone, and shall be undertaken pursuant to a two (2) step grievance procedure as follows:

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

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


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calendar days. The Chief Medical Officer may conduct a meeting with the employee and Union representative and shall issue a written response to the employee with a copy to the union within (14) fourteen calendar days of the appeal.

Section 6:

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

Section 7:

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

Section 8:

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


Section 9:

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


Section 10: Employer Responses

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

Section 11: Arbitration


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

B. The union shall request a list of seven (7) arbitrators from Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. Nothing herein shall prohibit the parties from agreeing on an impartial arbitrator outside the above procedure.

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

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

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

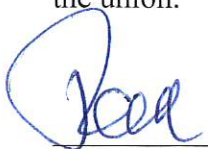
F. Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment. Matters excluded from the grievance procedure are not arbitrable.

Article 13
File Materials


Section 1:

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

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


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Section 2:

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

Section 3:

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

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

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

**Article 14
Corrective Action, Just Culture and Appeal Procedures**

Section 1:

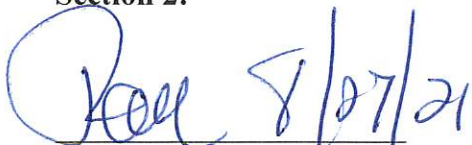
The Chief of Service (hereafter “Chief” or “Chief of Service”) or his/her designee shall periodically consult with the housestaff officer about his/her progress in the residency program and discharge of clinical responsibilities. The Chief of Service shall give notice of any deficiencies, improvement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

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


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

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

Section 2:


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

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

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


The Corrective Action process will commence upon the employer or Chief gives the housestaff officer and the Union a Record of Counseling (ROC) or a Corrective Action Report (CAR). The Union copy of the CAR/ROC will be sent electronically to the Union President/designee and shall include the name and contact information of the affected housestaff and management person designated to hear the rebuttal.

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.


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

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

Section 3: Emergency Situations


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

Section 4:

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

Section 5:

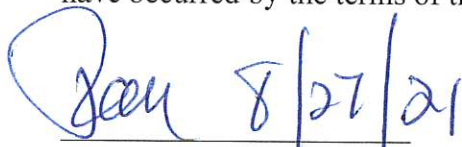
A disciplinary action of a suspension without pay or dismissal may be appealed by the housestaff officer disciplined or the union by petitioning the President/CEO of the Public Health Trust for an appeal hearing within fourteen (14) calendar days of receiving notice of the Chief Medical Officer's decision.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

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

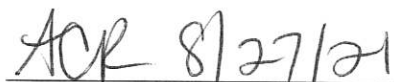
After a hearing or hearings, the chairperson shall promptly submit a report regarding the Committee's findings and recommendations within fourteen (14) calendar days to the President/CEO of the Trust and the union for a final determination regarding the disposition of the disciplinary action under appeal.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

Section 6:

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


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Section 7:

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

Section 8:

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

Section 9:

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

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

Section 10:

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

Section 11: Reprimands

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

Section 12:

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

Section 13: Rescinded Corrective Actions

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

Section 14. Just Culture

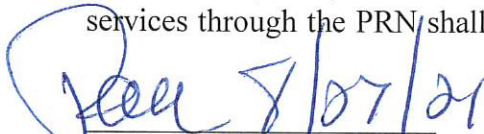
Just Culture: The PHT and the Union jointly embrace Just Culture. The parties recognize that Just Culture functions to ensure safe quality care and provides both the employer and the employees the opportunity to explore and investigate processes, procedures and systems that advance safe quality care. 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.

**Article 15
Impaired Physician**

The Trust will continue to comply with applicable requirements of the Professionals Resource Network (“PRN”) and to use their services as a primary resource for confidential housestaff post-treatment monitoring. Initial confidential evaluations and treatment will be coordinated by the housestaff officers’ (“HSO”) health insurance plan. The parties agree that nothing in this Article shall be construed as a waiver by the Union of any individual HSO’s rights under the Health Insurance Portability and Accountability Act (HIPAA), as amended, or under any other federal, state, or local law. Any ~~housestaff officer~~ HSO on leave from work and using services through the PRN shall provide their program director regular written updates (every 30


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days) from the PRN or treatment provider regarding the ~~housestaff officer~~H~~SO~~'s status, including the treatment program the ~~housestaff officer~~H~~SO~~ is enrolled in/receiving treatment through; the anticipated length of the program/treatment; any deviations from or extensions to the length of the program/treatment; and the anticipated return to work date of the ~~housestaff officer~~H~~SO~~; provided that the ~~housestaff officer~~H~~SO~~ shall not be punished if the failure to provide a timely report is due to delays by the PRN or treatment provider.

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

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

Section 1: Toxicology and Alcohol Testing

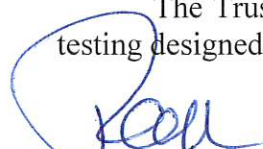
The Trust and the union recognize that employee substance and alcohol abuse can have an adverse impact on the Public Health Trust's operations, the image of employees, and the general health, welfare, and safety of the employees and the general public.

Employees reasonably believed to suffer from substance abuse may be referred, at the Trust's discretion, to the Employee Assistance Program. ~~Jackson~~The Trust encourages and supports employees who voluntarily seek assistance for substance abuse. An employee who voluntarily seeks assistance for substance abuse may not be issued corrective action ~~disciplined~~ for seeking assistance.


However, voluntary participation in a substance abuse program shall not preclude corrective action ~~discipline~~ for the employee should job performance or employee conduct issues arise.

It is further understood by the parties that the authority to require that employees submit to such testing be approved by a ~~Program Director~~Chief of Service, or higher authority within the GME Program, or the JHS/PHT ~~Chief Medical Officer~~Chief Physician Executive or designee-, to ensure proper compliance with the terms of this Article.

The Trust shall have authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The


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Trust agrees that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable grounds to suspect that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of any the Trust policies, practices and procedures pertaining to medication waste, documentation of medication administration, or use of automated dispensing cabinets. Rules regarding the use of such substances.

An employee who is to be tested in accordance with the provisions of this Article will be permitted to make a phone call to the union. This phone call shall not prevent, inhibit, or unreasonably delay the testing of such employee.

The results of such tests, or the employee's refusal to submit to toxicology or alcohol testing, as provided for in this Article, can result in appropriate disciplinary corrective action, up to and including termination, and may result in reporting to the Florida Board of Medicine. in accordance with the applicable provisions of the Trust rules and this collective bargaining agreement.

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

Section 2: Physical and Psychological Impairment

A Chief of Service or his/her authorized representative, in consultation with the Chief Medical Officer or designee and Designated Institutional Officer or designee, shall have the authority to require employees that have been determined, through reasonable suspicion, to possibly suffer from a physical, psychological, or psychiatric impairment, which may prevent the employee from satisfactorily performing the complete duties and responsibilities of their positions, to submit to a physical, medical, psychological, or psychiatric examination deemed necessary for purposes of determining the employee's fitness to perform the complete duties and responsibilities essential functions of of their position ("Fitness for Duty"). A reasonable suspicion that an employee suffers from physical, psychological or psychiatric impairment must be determined in order to require an employee to submit to such testing.

Such examinations will be performed by a physician approved and appointed by the Public Health Trust. The results of such examination(s) shall be promptly reported furnished to the concerned Program Director, Chief Medical Officer or their authorized representative or Labor Relations/Human Resources. and the Chief Medical Officer.

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

Based upon the results of such examinations and other relevant information, the Chief of Service, upon consultation and approval by the Chief Medical Officer, may place the employee on either paid or unpaid compulsory mandatory leave in accordance with the provisions of the Trust's

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Policies and Procedures ~~until such time as the Trust is satisfied that the employee can return to work. While the employee is on mandatory leave, [The Trust may require the employee or attending physician to furnish provide additional pertinent medical reports or information deemed necessary. while the employee is on compulsory leave.~~

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

Article 16 Hospital Committees

Section 1: Union-Management Committee

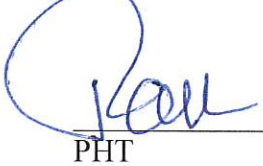
To maintain good labor relations and to facilitate solving problems of concern to CIR and the Trust, both parties agree to establish a Union-Management Committee. This committee shall be convened quarterly or upon mutual agreement of the parties and shall address issues of concern to either side.

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

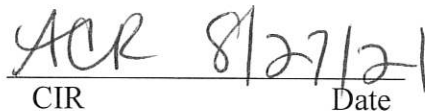
An agenda listing items to be discussed will be forwarded to the other party and receipt confirmed no later than one week prior to the meeting. Only subjects appearing on the agenda will be discussed unless business of an emergency nature is added by mutual consent. Each party will bring no more than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

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

Section 2: Representation on Multi-Disciplinary Medical Staff Committees

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

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

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

D. Existing committees covered by this Article include, but are not limited to: CPR Committee, Pediatric Ethics Committee, Clinical IT Advisory Committee, Pharmacy and Therapeutics Committee, Infection Control Committee, Health Information Management Committee, and Transfusion Committee. The Trust will notify CIR when multi-disciplinary committees change.

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

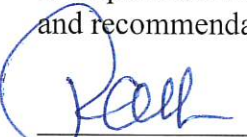
F. Non-patient activities will be included in duty hours, in accordance with ACGME requirements.

Section 3: Ancillary Support Committee


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

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

Within the authority of the committee participants, both parties will make every effort to implement any agreement or plan which results from these meetings. If the participants are unable to implement the findings and recommendations of the Ancillary Staff Committee, the findings and recommendations will be forwarded in writing to the President/CEO, Chief Financial Officer,


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Chief Medical Officer, or designee, as appropriate, for consideration and response within thirty (30) days. This response is not subject to the grievance arbitration mechanism.

Article 17
Housestaff Conditions

Section 1: On-Call Rooms

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

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


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

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

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


Section 2: Lounges

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



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

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

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

Section 3: Parking

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

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

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

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

E. ~~The Employer will provide one (1) month free parking for all employees whose cars are vandalized or stolen.~~ House staff who are coming on the PHT campus because they are on call or for other patient care related issues will be reimbursed any parking fees for parking in any of the PHT parking facilities between the hours of 8pm to 4am. Parking receipts (or photocopies of receipts) will be processed by the Housestaff Office.

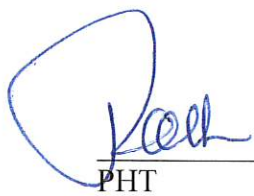
F. The Employer will provide one (1) month free parking for all employees whose cars are vandalized or stolen.

Section 4: Meal Cards


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

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

B. The Trust will pilot expanded hours in the Jackson Cafeteria or Cafe from 6am- 10pm Monday through Friday on June 14, 2021. If the pilot is successful, the Trust will meet with union representatives to brainstorm ways to further expand cafeteria hours to accommodate employees and patients overnight and on weekends. If the pilot is not successful, the Trust will meet


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with union representatives to share data and brainstorm ways to improve food access for employees working overnight.

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

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

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

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

G. The meal card shall be useable at the Jackson Cafeteria, as well as at any other eating establishments on the PHT complex operated by the same providers who manage the cafeteria and have card readers available. Meal card holders will be entitled to a 25% discount granted to all JHS employees for eligible purchases at the Jackson Cafeteria.

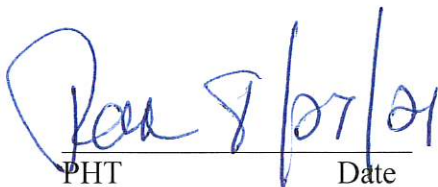
H. The PHT shall provide healthy food options in the vending machine(s).

I. The PHT shall make food available for HSO working overnight at Jackson Memorial Hospital.

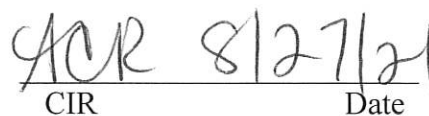
- a. The fridge will be stocked proportionately to the amount of HSO working overnight.
- b. The fridge will be stocked daily between the hours of 7pm-8pm.
- c. The food provided in the overnight fridge must include healthy meals, including vegan and vegetarian options.

Section 5: Moonlighting

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


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

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

Section 6: Miscellaneous

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

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

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

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

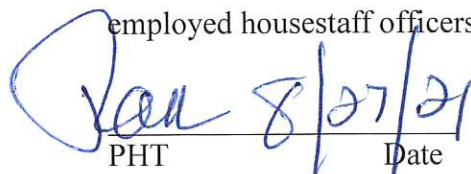
~~Without charge to the housestaff officer, the Trust shall regularly launder and replace lab coats and scrubs as necessary.~~

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

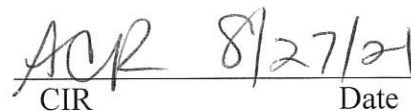
D. **Lockers:** Each housestaff officer will be provided a locker by the Trust.

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

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


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

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

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

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

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

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


Section 7: Professional Allowance

The Trust shall provide each HSO \$2,000 per residency academic year an allowance to be used for professional/educational expenses. The HSO shall receive the allowance on the ~~first~~second full pay period ~~in September~~ of each academic year. HSO's who commence employment with the Trust after September of any academic year shall receive their professional allowance no later than the beginning of the second (2nd)~~eighth (8th)~~ pay period from the commencement of employment.


Section 8: PHT-Provided Transportation

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

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


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

Section 9: Child Care

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

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

Section 10: Public Service Loan Forgiveness Program Enrollment Support

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

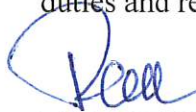
In addition the Public Health Trust shall assist employees with completing the PSLF Employment Certification Forms by offering housestaff the option to visit the Physician Services Office. The Physician Services Office will process and complete the PSLF forms as requests are received from the housestaff.

Section 11: PHT Retirement Plan

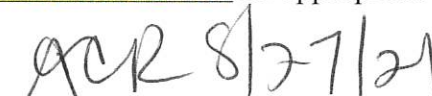
The parties agree that bargaining unit employees who continue employment under an eligible status with JHS will become members of the PHT Retirement Plan on a prospective basis, pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer. As a means to encourage Residents to continue employment at JHS following residency (with no gap in service), the Residents will be given the opportunity to receive retroactive service (towards eligibility, vesting and benefit accrual under the PHT Retirement Plan) for their period of Residency with JHS by "buying back" such prior service while a Resident in an amount equal to the 3% employee contributions based on their corresponding pay while a Resident. This "buy-back" opportunity is voluntary and must be executed and paid within the first year of employment following Residency in a manner and over a period of time as determined by the Employer.

Section 12: : Non-Physician Clinical Work Committee

Every effort shall be made to ensure that House Staff Officers will not be regularly assigned to duties and responsibilities assigned to other Jackson staff members and not appropriate to a


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House Staff Officer as determined by the ACGME/AOA/ACPME/CODA. CIR and ~~the~~ PHT executive, medical and financial leaders shall meet quarterly to discuss any non-clinical work issues, within 30 days of ratification to discuss a plan to ensure residents are not regularly assigned to non-physician duties, including but not limited to appointment scheduling-patients, confirming patient appointments, patient social work, clinic/OR room turnover, records requests, clinic staffing, lab draws, inpatient nursing orders, contact information teams and patient transport.

Article 18 Safety and Health

Section 1: General

It is the responsibility of the ~~employer~~ Public Health Trust to provide reasonable safe and healthy working conditions in all present and future ~~installations and facilities and~~ to develop and enforce safe working practices. The Trust and the union expect employees to abide by all safety related policies and procedures. In the interest of improving employee and patient satisfaction, employee morale and quality patient outcomes, employees and supervisors are encouraged to report any unsafe conditions. The Union will partner with management to achieve these goals. If an employee believes he/she is being required to work under unsafe conditions, he/she shall notify his/her immediate supervisor who will immediately investigate and the condition and take corrective action measures if necessary.

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

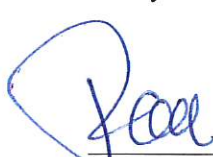
Section 2: Joint Health and Safety Committee(s)

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


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

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

The committee(s) may research and make recommendations for safer substitutes or modifications to the new equipment, medical treatments, and/or processes to the Product Review Analysis committee.


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

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

If a housestaff officer believes a task or area is hazardous or unsafe, he/she will inform his/her immediate supervisor (or ranking "administrator on duty"). If the housestaff officer and supervisor do not agree on the matter, the housestaff officer will have direct access to the management personnel on that shift who has been designated by the employer to resolve possible imminent danger hazards. The decision of this designated management personnel shall be final. Every reasonable effort will be made to remedy such condition as soon as possible.

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

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

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

Section 3: New Practices and Procedures

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

Section 4: Protection from Respiratory Hazards and Infectious Diseases

A.—Infectious Diseases. The ~~Trust~~employer shall provide the appropriate strongest feasible protection to housestaff officers from occupational transmission of blood-borne and airborne infectious diseases, as determined by the Infection Prevention and Control Program including but not limited to tuberculosis and HIV/AIDS, through the use of engineering controls,

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work practice controls, personal protective equipment, training and education. ~~The employer will further the goals of the existing Infection Prevention and Control Program, and the development of a comprehensive blood-borne and airborne infectious disease program.~~

B.A.

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

The ~~Trust~~employer shall notify all potentially affected housestaff officers of asbestos removal in work areas where asbestos removal is scheduled to take place, supply copies of asbestos air monitoring reports for that area, and ensure the strongest feasible protection is provided to housestaff in the area where removal procedures are being performed.

The ~~Trust~~employer shall provide ~~a contact~~ information 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 ~~Trust~~employer has a responsibility to take all reasonably practical steps to protect housestaff officers from physical assault on the job.

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

Section 6: Trust Facility Security

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

Section 7: Protective Equipment

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


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Section 8: Accommodation during Natural Disasters

The trust recognizes that during Natural Disasters or States of Emergencies declared by the CEO of the Trust, some house staff officers will be required and approved to work for the duration of the disaster or emergency. The Trust shall provide accommodation on –site in one or more designated area(s) for those house-staff officers approved to work during the disaster/emergency. On-site accommodations will also be made available to housestaff expected to return to work directly after the incident in order to facilitate them staying near Jackson and allowing them to return to work safely.

If there is additional capacity after all employees who are designated to remain on the Trust facilities during and immediately after the disaster/state of emergency, house staff officers who desire to remain on on-site may be provided accommodation. House staff officers who choose to remain on-site during or after the disaster /state of emergency, but are not designated to work during the disaster/state of emergency will not be eligible for Emergency Pay.

**Article 19
Membership**


Section 1: Lists

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


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

Section 2: Contract Booklets

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


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Section 3: Dues Deductions

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

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

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

D. If during the life of this contract there are any changes to the law, which in any way affect dues deduction, JHS will work collaboratively with the Union to implement alternative dues deduction methods.

Section 4: Bulletin Boards

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

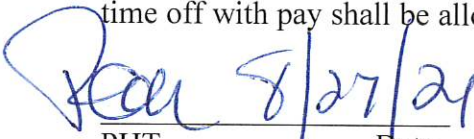
Section 5: Copies of Documents

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

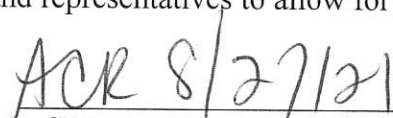
Section 6: Union Representatives

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

B. Released Time. With prior approval from the employee's Program Director, time off with pay shall be allowed to CIR delegates and representatives to allow for participation


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in activities described in this Agreement. Approval will not be unreasonably withheld. The parties recognize that time spent in such activities shall not interfere with patient needs.

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

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

Section 7: Orientation

CIR shall be allowed to make presentations to all newly hired housestaff during the days of orientation, ~~during the~~ at a 30-minute mandatory lunch break, or immediately before or after the Trust's program. PHT will include CIR informational material in the new hire communication.

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

**Article 20
Management Rights and Complete Agreement**

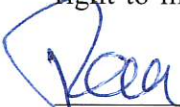
Section 1:

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


Section 2:

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

- A. Determine the missions and objectives of the employer;
- B. Determine the methods, means, and number of personnel needed to carry out the employer responsibilities;
- C. Take such actions as may be necessary to carry out services during emergencies declared by the employer;
- D. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination, relieve employees from duty or reduce their hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;
- E. Discipline or discharge employees for just cause in accordance with applicable sections of the Miami-Dade County Code and the personnel rules of the employer, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices, and

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discipline. The employer will inform the union of any changes in the existing rules and regulations before such changes are made effective;

- F. Schedule operations and shifts;
- G. Introduce new or improved methods operations or facilities;
- H. Hire, promote, transfer, or assign employees and set standards of performance, appearance, and conduct;
- I. Schedule overtime work as required;
- J. Contract out for goods and services;
- K. Establish health care policy and determine relationships between the employer and governmental, educational, and community agencies.

Section 3:

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

Section 4:

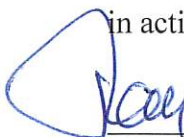
Upon ratification and approval, the provisions of this Agreement will supersede personnel rules or administrative orders and/or other rules and regulations in conflict herewith. The employer retains the right to establish through administrative order or personnel rules, practices, or procedures, which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

Article 21
Strikes and Lockouts

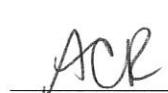
There will be no strikes, work stoppages, sick-outs, slowdowns, or other concerted failure or refusal to perform assigned work by the employees or the union and there will be no lockouts by the Trust for the duration of this Agreement. The union guarantees to support the Trust fully in maintaining operations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

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

It is recognized by the parties that the Trust and the union are responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violations of


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

It is agreed that the union shall not be responsible for any act alleged to constitute breach of this section if it can show that the union did not instigate, authorize, condone, sanction, or ratify such action, and further, that the union has used every reasonable means to prevent or terminate such action.

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

Article 22 Empowerment Program

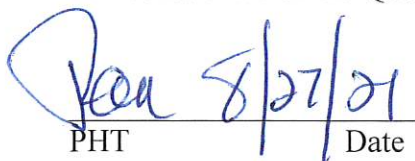
Section 1: Housestaff Involvement, Education, & Community Outreach Fund

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

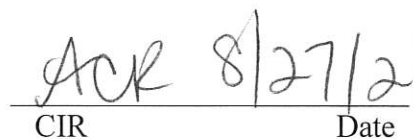
B. In addition, it is our common goal to make Jackson Health System (JHS) a pre-eminent deliverer of health care in the United States. It is further our goal to demonstrate by any measure that labor-management collaboration produces superior health care outcomes, leading performance, and a superior workplace for PHT employees. In this spirit and with this intent, the PHT and the Union agree to establish a Partnership in pursuit of our common goals to:

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

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


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

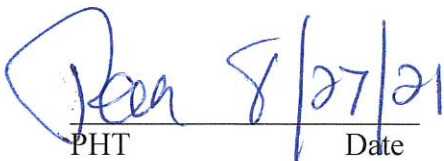
E. ~~A separate account shall be established for the purpose of implementing the program and annually, upon request, the financial statement pertinent to this account shall be furnished to the PHT along with a report of program activities. The parties expressly agree that an accurate on-going accounting of the One Hundred and Seventy-Five Thousand (\$175,000.00) dollars annual Housestaff Involvement, Education, & Community Outreach Fund expenditures will be provided in detail on a quarterly basis. In that regard, the CIR 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 House staff Senior Partnership Committee. It is further agreed that if funds are used to pay salaries or stipends to employees of CIR 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. No more than 10 percent of the funds can be paid out in salaries to employees of CIR and/or PHT annually. CIR will oversee any such payments to ensure these activities comply with law.~~

Section 2: Housestaff Senior Partnership Committee

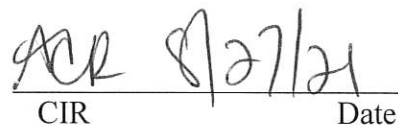
A. The Parties will establish a Housestaff Senior Partnership Committee (HSPC) consisting of an equal number of (but not less than four (4) each) PHT executive level staff and union leadership, within sixty (60) days of the effective date of this Agreement. JHS' CMO, COO and UM's Graduate Education Director as well as CIR's Area Director, shall be members of the HSPC. The PHT CMO and CIR designee shall be co-chairs of the HSPC. The HSPC may expand the Partnership to include representatives of other parties as necessary, as agreed to by the labor and management representatives on the HSPC. The responsibilities of the HSPC include establishing:

The initial initiatives of the Partnership shall be 1) Primary Care 2) Patient Experience 3) Improve residency engagement 4) Improve residency experience at Jackson

A diverse workforce that reflects the patient population has been demonstrated to lead to better patient outcomes. Social, cultural, and linguistic competency creates a setting for better medical treatment and patient satisfaction. The Union and the Hospital support equal opportunity in the recruitment and retention of minority physicians at Jackson Health System in improving patient care. To this end, the HSPC will create a Minority Inclusion Task Force with equal members of Jackson executive level management, CIR representatives, and GME representatives in order to retain minority Housestaff and create a more inclusive learning and clinical environment; and use monies from the Housestaff Involvement, Education, & Community Outreach Fund in order to achieve these goals.


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The HSPC will meet as often as necessary, but no less than once a quarter, to discuss strategic issues of the Partnership and to implement, review, and oversee initiatives at all levels. The PHT will make every effort to educate and fully brief HSPC members about current business initiatives, business plans including executive plans and plans relating to bonds, and the environment in which the PHT currently operates. Opportunities 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.

**Article 23
Agreement**

Section 1: Severability

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

Section 2: Successors and Assigns


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

**Article 24
Term of Agreement**


Section 1: Duration

The collective bargaining agreement between the Public Health Trust, Miami-Dade County and the Committee of Interns and Residents (CIR), an affiliate of Service Employees International Union, shall be effective October 1, 2018, except as otherwise provided herein, and continue to September 30, 2020.

Section 2: Renewal and Notice

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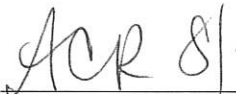
Either party may require, by written notice to the other no later than June 30, 2020, negotiations concerning modifications, amendments, and renewal of this agreement to be effective October 1, 2020.

Section 3: Amendments

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, the Committee of Interns & Residents (CIR) 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.

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