

MEMORANDUM

Agenda Item No. 14(A)(4)

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

DATE: October 5, 2021

FROM: Geri Bonzon-Keenan
County Attorney

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

Resolution No. R-977-21

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)(4)

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)(4)
10-5-21

RESOLUTION NO. _____ R-977-21

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

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

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

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

WHEREAS, the tentative agreement was ratified by the bargaining unit members of SEIU, Local 1991, Attending Physicians on September 27, 2021; and

WHEREAS, on September 28, 2021, the Board of Trustees of the PHT adopted Resolution No. PHT 09/2021- 046 that accepted the tentatively agreed-upon 2020-2023 collective bargaining agreement by and among Miami-Dade County, the Public Health Trust and the SEIU, Local 1991, Attending Physicians attached to the accompanying memorandum and requested that this Board ratify it; and

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

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

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

WHEREAS, under Florida law, a collective bargaining agreement is not binding on the public employer until such agreement is ratified by the public employees and the legislative body of the public employer; and

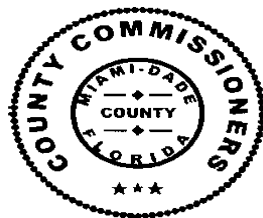
WHEREAS, this Board desires to ratify the 2020-2023 collective bargaining agreement attached to the accompanying memorandum, accomplish the purposes outlined in the accompanying memorandum, and to waive the requirements of Resolution No. R-130-06,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the agreement between Miami-Dade County, the Public Health Trust and the SEIU, Local 1991, Attending Physicians 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 **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

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

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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in blue ink, appearing to read "M. Moffett", written over a horizontal line.

Marlon D. Moffett

MEMORANDUM

Date: October 5, 2021

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

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

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

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and ratify the 2020-2023 Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust (PHT) and Service Employees International Union (SEIU), Local 1991, Attending Physicians Bargaining Unit (Agreement). This Agreement covers approximately one hundred and twenty (120) employees of the PHT.

Scope

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

Fiscal Impact/Funding Source

The fiscal impact of this Agreement would be \$2,767,058.00 for the three (3) year term of the Agreement. It would be funded from operating revenues as documented in the PHT financial statements. In no event would capital revenues, including proceeds from any general-obligation bond, be used to fund this program.

Track Record/Monitor

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

Background

This Agreement is a product of good-faith negotiations between management’s negotiating team and SEIU. As a result, the parties have agreed to forego previously negotiated terms in the 2017-2020 Collective Bargaining Agreement. Both parties have worked collaboratively to provide wage increases for the 2nd and 3rd year of the agreement. The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment during the existing COVID-19 crisis.

Terms of Agreement

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

Article XI §3 – Salary Increases

Effective the pay period inclusive of October 1, 2021, all full-time and part-time bargaining unit employees who are not otherwise receiving a market increase will receive a three (3) percent wage increase.

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

Article XI §4 – Base Salary Ranges

Effective upon ratification, the Trust agrees to maintain the following minimum hourly salaries for bargaining unit members assigned to the following areas:

Area Assigned	Minimum Hourly Salary
Corrections	\$95.00 per hour
Ambulatory Clinics	\$ 90.00 per hour
Skilled Nursing Facilities	\$ 90.00 per hour
Emergency Department	\$ 154.00 per hour
JSCH Minor Care	\$ 90.00 per hour
Inpatient Services/Outpatient Services	\$ 90.00 per hour
Dentist	\$ 70.00 per hour
Inpatient Services Hospitalist (Adult)/Psychiatrists	\$102.00 per hour

Article XI §6 Attending Physician JHS Medical Experience Credit – Hourly Supplement

All fulltime and part-time bargaining unit members will receive a five (\$5.00) dollar per hour wage increase at the completion of five (5) years (60 months) of service and an additional four (\$4.00) dollar per hour wage increase at the completion of ten (10) years (120 month) of service.

Article XI §7 Night Shift Differential

Effective upon ratification, the night shift differential for all bargaining unit members will be increased to twenty-five (\$25.00) dollars per hour.

Article XI §8 Hospitalists Additional Shift Pay

Upon ratification, full time inpatient hospitalists who work an additional 12-hour shift will be compensated One Thousand Eight Hundred and Fifty (\$1850.00) dollars for the day shift and Two Thousand One Hundred and Fifty (\$2150.00) during the night shift.

Article XI §9 Additional Shift Compensation – CHS and BHH

Upon ratification, all attending physicians and psychiatrists that work an additional shift at Correctional Health Services or at the Behavioral Health Hospital will be paid one hundred and fifty (\$150.00) dollars per hour for all hours worked in the additional shift. The employees who work these additional shifts will be eligible to receive a night shift differential and the BHH/CHS ten (\$10.00) dollar pay supplement.

Article XIII §1(L) – Juneteenth Holiday

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

Article XIV §11 – Parking Facilities

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

Article XIX – Group Health Insurance

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

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

Beginning on January 1, 2022, copays for non-Jackson Urgent Care Centers will increase to \$50.00 and copays for Emergency Department visits will increase by \$50.00 (excluding pediatric emergency department visits) on all plans. In addition, the co-pays for outpatient procedures will increase to \$200.00 and the copays for inpatient service will increase to \$100.00 for POS

and the Select Network/Managed Health Care Group Insurance Plan. Beginning January 1, 2022, insurance coverage for all plans will be limited to the following three (3) pharmacy retail outlets: 1) CVS; 2) Target; 3) Publix; and 4) Navarro.

Article XIX §F Dental Coverage

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

Article XIX §G COVID-19 Non-Vaccinated Employee Surcharge

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

Article XXX §2 – Empowerment Programs

An accurate on-going accounting of the one million dollars (\$1,000,000.00) of Empowerment and Efficiencies Funds expenditures will be provided in detail on a quarterly basis.

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

The PHT requests that the Board waive the provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to placement on the committee agenda because collective bargaining agreements are executed after being ratified by the bargaining unit members and this Board.

RESOLUTION NO. PHT 09/2021 – 046

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

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

WHEREAS, the President and staff of the Public Health Trust have negotiated in good faith with representatives of the Service Employees International Union (hereinafter referred to as “SEIU”), Local 1991, Attending Physicians which is the duly certified collective bargaining agent representing bargaining unit members of the SEIU, Local 1991, Attending Physicians employed by the Public Health Trust; and

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

WHEREAS this Collective Bargaining Agreement is scheduled for a ratification vote by the SEIU, Local 1991, Attending Physicians bargaining unit by September 30, 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 approve the Collective Bargaining Agreement among Miami-Dade County, the Public Health Trust, and the SEIU Local 1991, Attending Physicians for the period of October 1, 2020 through September 30, 2023 and hereby forwards the agreement to the Board County Commissioners of Miami-Dade County for ratification and directs the President or his designee to take such action as necessary to seek such ratification.

**Agenda Item 11.f.
Public Health Trust Board of Trustees
September 28, 2021**

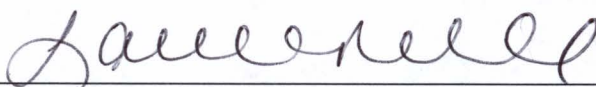
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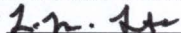
The foregoing resolution was offered by Walter T. Richardson and the motion was seconded by Laurie Weiss Nuell as follows:

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

The Chairperson thereupon declared the resolution as duly passed and adopted this 28th day of September 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: Mark T. Knight
Executive Vice President and Chief Financial Officer

DATE: September 28, 2021

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

Recommendation

It is recommended that the Public Health Trust Board of Trustees (PHT) approve this resolution recommending that, subject to union ratification, the Miami-Dade Board of County Commissioners (BCC) accept this 2020-2023 Collective Bargaining Agreement between Miami-Dade County, Florida, The Public Health Trust and Service Employees International Union (SEIU), Local 1991, Attending Physicians Bargaining Unit (Agreement). This Agreement covers approximately One Hundred and Twenty (120) employees of the PHT.

Scope

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

Fiscal Impact/Funding Source

The fiscal impact of this Agreement would be \$2,757,058.00 for the three (3) year term of the Agreement. It would be funded from operating revenues as documented in the PHT financial statements. In no event would capital revenues, including proceeds from any general-obligation bond, be used to fund this program.

Track Record/Monitor

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

Background

This Agreement is a product of good-faith negotiations between management's negotiating team and SEIU. As a result, the parties have agreed to forego previously negotiated terms in the 2017-2020 Collective Bargaining Agreement. Both parties have worked collaboratively to provide wage increases for the 2nd and 3rd year of the agreement. The other proposed changes, which are outlined below, significantly aid the PHT in meeting its strategic goals while rewarding employees for their remarkable professional commitment during the existing COVID-19 crisis.

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Article XXX §2 – Empowerment Programs

An accurate on-going accounting of the one million dollars (\$1,000,000.00) of Empowerment and Efficiencies Funds expenditures will be provided in detail on a quarterly basis.

ATTENDING PHYSICIAN

Collective Bargaining Agreement

Between

Jackson
HEALTH SYSTEM



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

and

LOCAL 1991



**THE SERVICE EMPLOYEES
INTERNATIONAL UNION**

October 1, 2020 – September 30, 2023

ARTICLE I – PREAMBLE

This agreement is entered into ~~on December 10, 2018~~ by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and Local 1991 Service Employees International Union, hereinafter referred to as the Union for the period October 1, ~~2017~~ 2020 through September 30, ~~2020~~ 2023 subject to ratification by the Union membership and approval by the Public Health Trust and the Board of County Commissioners of Miami-Dade County, Florida.

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

ARTICLE II – PURPOSE

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

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

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

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

ARTICLE III – RECOGNITION

Section 1. Recognition

The Employer recognizes the SEIU, Local 1991, as the exclusive collective bargaining representative for the unit certified under FLA/PERC Case #RC-96037 and FLA/PERC Case #UC-2004-016 for all employees employed by the Public Health Trust in titles of regular full-time and regular part-time attending physicians, including dentists and hospitalists - ECC.

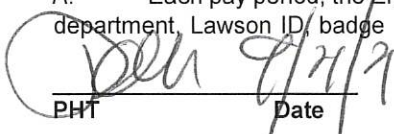
This agreement also applies to attending physicians employed in per diem status who average twenty (20) or more hours weekly.

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

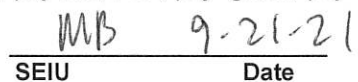
ARTICLE IV – SERVICES TO THE UNION

Section 1. Membership

A. Each pay period, the Employer will provide the Union with a printout and/ or an electronic copy of the job title, department, Lawson ID, badge number, position, name, job code, pay rate, annual pay rate, FTE, pay grade, pay


PHT _____ Date _____

2


SEIU _____ Date _____

step, shift, work schedule, union code, union name, union membership status, job status, status description, hire date, adjusted hire date, anniversary date, exempt or hourly, supervisor name, union dues by individual, COPE contributions by individual, process level, work phone, work email, and termination date for all employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers.

Quarterly, JHS will provide a list of all newly created Company 310 positions to the Union by job classification and job description.

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

Section 2. Dues Deduction

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

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

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

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

Section 3. Non-Discrimination

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

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

Section 4. Bulletin Boards

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

Section 5. Copies of Documents

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

ARTICLE V – UNION REPRESENTATION

Section 1. Union Representatives

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

Section 2. Grievance Representation

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

Section 3. Released Time

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

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

C. Four (4) bargaining unit members will be allowed time off with pay for contract negotiations. Three (3) additional members shall be allowed release time without pay as long as their attendance does not compromise patient care in their area. The Senior Vice President, Medical Services, shall handle any such clinical disputes. The Union may rotate different members into these positions as needed so as to provide balanced representation from different healthcare delivery sites. The Union will make every effort to elect employees from various hospital centers.

Section 4. Adjustment of Grievance

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

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

ARTICLE VI – NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS

Section 1. **Prevailing Benefits Clause**

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

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

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

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

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

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1. **Resolution of Grievances**

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

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

Section 2. **Definition**

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

Section 3. Step 1

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

Section 4. Step 2

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

Section 5. Amended Procedure for Certain Grievances

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

Section 6. Class Grievances

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

Section 7. Time Limits

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

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

Section 8. Employee Obligation

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

Section 9. Employer Responses

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

Section 10. Exclusions

Counseling and job description appeals are not grievable or arbitrable.

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

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

ARTICLE VIII – ARBITRATION

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

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

The arbitrator shall limit his opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement. The decision of the arbitrator shall be rendered in writing no later than thirty (30) days after the conclusion of the hearing, and such decision shall be final and binding. Each party will pay its own expenses and will share equally in expenses incurred mutually in arbitration. Attending physicians required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work and, unless directly required to assist the principal Union Representative in the presentation of the case, they shall return to work upon completion of their testimony. The intent of the parties is to minimize time lost from work and disruption of patient care.

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

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

ARTICLE IX – CORRECTIVE ACTION

Section 1. Just Cause

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

Section 2. Procedure

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

B. The CAR/ROC shall specify the charges against the Employee, and include the law, rule, regulation, and/or policy allegedly violated. In addition to the CAR or ROC, all supporting documentation (statements, records, etc.) will be attached. The Employer agrees to inform the Employee of his/her right to representation in the corrective action process. Upon request, the employee shall have the right to representation in discussions concerning actual or pending corrective action.

C. Final Decisions and Rebuttals: Final corrective action determinations will not be rendered until the completion of the rebuttal meetings where the Employer and the Employee together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Within ten (10) calendar days after receipt of the CAR/ROC, the Union representative assigned to the matter shall contact the management person designated in connection with the CAR/ ROC to notify them of the Union's and Employee's readiness to schedule the rebuttal hearing. The Employer will then send the Union three (3) possible dates for the rebuttal hearing that correspond to the Employee's schedule over the ensuing ten (10) calendar days. Rebuttal meetings must be heard within ten (10) calendar days of the Union notifying the Employer of their readiness, unless mutually agreed between the parties. A decision will be rendered without a rebuttal hearing if the Employee fails to schedule the rebuttal within the ten (10) day period, or if the Employee waives the right to a rebuttal. The Employer shall have ten (10) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual Agreement. The Union and Employee shall receive a copy of the rebuttal response.

D. The Employer agrees that corrective (dismissals, suspensions, demotions) except written reprimands and records of counseling, will be appealable by the Union to the Grievance and Arbitration procedures contained in this agreement.

E. CARs and ROCs shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts or concludes the investigation requiring the presentation, except where good cause for delay is shown. Good cause shall include, but not be limited to, the pendency of outside criminal, administrative or other proceedings, or if the Employee, manager, supervisor, or the director rendering a decision is on leave. There will be no notification to the employee prior to the initiation of the corrective action process (e.g., 48 hour notification).

F. Any disciplinary action currently in an employee file which is overturned shall be stamped invalid.

G. An employee will be offered the option of using accrued personal leave during a suspension.

Section 3. Written Reprimands and Records of Counseling

Written Reprimands shall be appealable by the employee to the grievance procedure, but shall not be further appealable to an Arbitrator. Within thirty (30) days of the receipt of the Employer's reply to such a grievance the employee and/or the Union shall have the right to file a written response to the written reprimand and have said response inserted in the employee's personnel folder.

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

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

Section 4. Just Culture

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

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

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

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

Section 5. Absenteeism/Tardiness

This section will be in full force and effect six months after contract ratification.

A. Absenteeism

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

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

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

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

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

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

B. Tardiness

1. Tardiness is defined as arriving at the workstation after the scheduled starting time.

2. Excessive tardiness is defined as reporting late for duty at least twice in a pay period. Tardiness that follows a set pattern also may constitute excessive tardiness.

C. A joint management and union committee will be established to monitor the declinations of PL time and the reduction of call outs.

ARTICLE X – HOURS OF WORK

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

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

Additional Compensation

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

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

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

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

Section 1. Work Week

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

Section 2. Time Schedules

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

B. ECC Scheduling

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

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

Section 3. Hours of Work

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

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

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

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

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

(6) consecutive months will be offered a part-time position.

Section 4. Consecutive Shifts

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

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

Section 5. Mandatory In-service Training

Time spent by employees attending mandatory in-service training or other PHT required training will be counted as time worked. Every reasonable effort will be made so bargaining unit employees will be given sufficient time to complete all mandatory education requirements during work hours, in their work areas, and free of a patient assignment.

ARTICLE XI – SALARIES

Section 1. Pay Day

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

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

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

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

D. In the event of an error in the paycheck, in the amount of one hundred dollars (\$100.00) or greater, a voucher in the corrected amount shall be made available to the employee within 24 hours of reporting the error within three (3) business days after pay day from the date the error is reported to the Payroll Department or from discovery of the error by management. For paycheck errors of less than one hundred dollars (\$100.00), the amount will be made available to the employee in the pay period following the report/discovery of the error. In order for the voucher to be made available by 4:00 p.m. the same day, the error must be reported to the Payroll Department with proper documentation, by 11:00 a.m. The voucher may then be picked upon the Audit Section, General Accounting Department. Vouchers for errors reported to the Payroll Department, with proper documentation, after 11:00 a.m., will be made available for pick-up at Cashiers Office within 24 hours. Vouchers that are not picked up by 4:00 p.m. in the Audit Section, General Accounting Department, will be given to the Cashier's Office.

Section 2. Salary Increases

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

Section 3. ECC SALARIES

ECC Salaries are determined as follows:

A. ~~\$134.00-\$154.00~~ base upon completed residency training.

B. Board Certification supplements to be added to base:

Emergency Medicine: \$5.00/hour

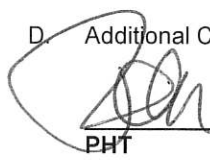
Pedi/Emergency Medicine: \$5.00/hour

All other Boards i.e. IM, FM, Surgery, Critical Care, \$3.00/hour (per certification), Pulmonary, Cardiology, Pedi, etc. = \$3/hour for each board certification.

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

Years of Experience (ECC)	
After completion of 12 months (1 year)	\$4.00
After completion of 60 months (5 years)	\$7.00
After completion of 120 months (10 years)	\$10.00
After completion of 180 months (15 years)	\$13.00

D. Additional Credit (discretionary) for:

 9/21/21
PHT Date

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 9-21-21
SEIU Date

- Relevant Research
- Relevant Publications
- Involvement in medical professional societies (ACEP, SAEM, AAEU, etc.)
- Ability to work in multiple treatment areas
- Administrative duties

(When such discretionary additional credit is provided, it shall be provided on an equitable basis)

E. ECC Special Wage Provisions

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

Section 4. Base Salary Ranges

The Trust agrees to maintain the hourly rates and salary ranges throughout the contract period listed below. Placement on an hourly rate or salary range shall be determined by the current hourly rate or salary of the attending physician on the effective date of this agreement but no lower than the minimum of the new range. Attending physicians assigned to inpatient services, dentistry, satellite clinics, or other current areas (#s 6, 7, & 8) shall be considered job basis employees. As of October 1, 2005, Inpatient Attending Physicians functioning as Inpatient Hospitalists, were reclassified to a new Inpatient Services Hospitalist position.

Area Assigned	Minimum Hourly Salary
Corrections	\$ 95.00 85.61 per hour
Ambulatory Clinics	\$ 90.00 77.00 per hour
Skilled Nursing Facilities	\$ 90.00 77.00 per hour
Emergency Department	\$ 154.00 134.00 per hour
JSCH Minor Care	\$ 90.00 74.00 per hour
Inpatient Services/Outpatient Services	\$ 90.00 64.15 per hour
Dentist	\$ 70.00 46.11 per hour
Inpatient Services Hospitalist (Adult)/Psychiatrists	\$ 102.00 68.15 per hour

Bargaining unit employees assigned to CHS and psychiatrists that are assigned to Behavioral Health Hospital will receive a \$10.00 per hour pay supplement.

Hospitalists who are members of the Intermediate Medical Care Unit (IMCU) team will receive a \$10.00 per hour pay supplement.

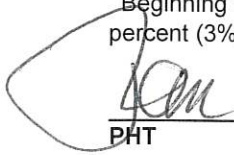
A. Wage Increases

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

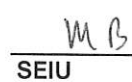
~~Beginning with the pay period inclusive of October 1, 2017 all bargaining unit employees will receive a three percent (3%) wage increase. There will be no COLA or wage increase during the 2020-2021 fiscal year.~~

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

Beginning with the pay period inclusive of October 1, 2018-2021 all bargaining unit employees will receive a three percent (3%) wage increase.

 9/20/21
PHT Date

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 9.21.21
SEIU Date

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

Beginning with the pay period inclusive of October 1, ~~2019~~ 2022 all bargaining unit employees will receive a three percent (3%) wage increase.

~~No later than May 1, 2019, either party may reopen negotiations regarding a potential COLA increase for the 2019-2020 fiscal year.~~

- B. It is the intent of the parties that no bargaining unit employee receives a wage increase less than the percentages identified in ~~B~~ A above.
- C. ~~All hourly employees changed to job basis status, shall have their pay rate adjusted under A above to reflect the annual salary rate which includes the average of their total gross earnings for the immediate prior two calendar years. This shall be computed by adding the gross earning for the two (2) year period and dividing it by two (2).~~
- D. ~~All bargaining unit members' annual salary, including any and all supplements, etc., may exceed the maximum range. The maximum pay range figure shall never cause a bargaining unit member to not receive any compensation due under this contract.~~
- E. Attending Physicians in per diem status will be paid according to Appendix B. Upon mutual agreement, the parties may re-open negotiations on these wages at any time.

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

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

- A. All board certifications shall be in an area of practice as designated by the American Board of Medical Specialties or the Board of Osteopathic Physicians, and shall be relevant to the area of current assignment of the Attending Physician.
- B. All board certifications shall be currently maintained, with the Attending Physician being responsible for attaining re-certification at the American Board of Medical Specialties or the Board of Osteopathic Physicians prescribed intervals.

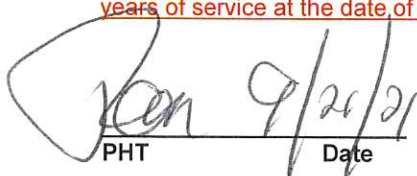
Section 6. ~~Non-ECC~~ Attending Physician including Hospitalists JHS Medical Experience Credit – Hourly Supplement

~~All fulltime and parttime bargaining unit members who provide five years of service (completion of 60 months) to the Trust will receive a five (\$5.00) dollars per hour wage increase.~~

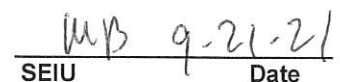
~~All fulltime and parttime bargaining unit members who provide ten years of service (completion of 120 months) to the Trust will receive an additional four (\$4.00) dollars per hour wage increase.~~

~~Effective upon ratification, all fulltime and parttime bargaining unit members who have less than one (1) year of service at the date of ratification will receive a four (\$4.00) dollar per hour wage increase.~~

~~Effective upon ratification, all fulltime and parttime bargaining unit members who have between five (5) and ten (10) years of service at the date of ratification will receive a two (\$2.00) dollar per hour wage increase.~~


PHT Date

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SEIU Date

Effective upon ratification, all fulltime and parttime bargaining unit members who have between ten and fifteen years of service on the date of ratification will receive a three (\$3.00) dollar per hour wage increase.

<u>Years of Experience</u>	
<u>After completion of 12 months (1-year)</u>	<u>\$4.00</u>
<u>After completion of 60 months (5-years)</u>	<u>\$6.00</u>
<u>After the completion of 120 months (10-years)</u>	<u>\$7.00</u>
<u>After completion of 180 months (15-years)</u>	<u>\$10.00</u>

Section 7. Night Shift Differential for all Attending Physicians

A \$ ~~25.00~~ 15.00/hour night shift differential shall be paid for hours worked between 7 pm - 8 am.

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

Section 8. Hospitalists Additional Shifts

~~As of October 1, 2014, Upon ratification,~~ the Full Time In-patient hospitalists who are working an additional 12 hour shift are to be paid ~~One Thousand Eight Hundred and Fifty \$1850.00 dollars~~ 1,650.00 for each shift. ~~Hospitalists that work 12 hours during the night shift will receive Two Thousand One Hundred Fifty Dollars (\$2,150), which shall be inclusive of the night shift differential.~~

Section 9 Additional Shift Compensation - CHS and BHH

Upon ratification, all attending physicians and psychiatrists that work an additional shift at Correctional Health Services or at the Behavioral Health Hospital will be paid one hundred and fifty (\$150.00) dollars per hour for all hours worked in the additional shift. The employees who work these additional shifts will be eligible to receive a night shift differential and BHH/CHS ten (\$10.00) dollar pay supplement.

Section 9. On-Call Pay

Bargaining unit members designated as on call at the following rotations or facilities shall receive \$250 per week for being on call: the PCC (PET, North Dade, Penalver, Rosie Lee Wesley, Jefferson Reaves) and 3A in ACC West on call rotation, and Corrections Health Services (CHS). Bargaining unit members who are on call for over one week are to be paid an additional \$35.71 per day, up to 6 days.

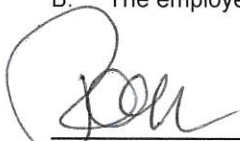
Section 10. Sellers Dorsey Initiative

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

ARTICLE XII – PAID EDUCATIONAL LEAVE

Section 1. Eligibility Criteria

- A. Every employee shall be granted forty (40) hours per fiscal year of paid leave to meet CME requirements. CME days shall not be carried over to the next fiscal year.
- B. The employee shall apply in writing for such leave in advance specifying the course they wish to attend.


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- C. The employee must obtain permission from his/her immediate Medical Director or designee to attend on a scheduled workday.
- D. Such leave request shall not interfere with staffing needs, provided such request shall not be unreasonably denied.
- E. Requests for leave will be granted on an equitable basis.
- F. Due to staffing issues, employees shall be able to be paid for ~~attendance~~ at completion of CME on ~~scheduled~~ days off or while on approved leave.
- G. Each bargaining unit member shall be reimbursed up to a maximum of \$1,000.00 per contract year for fees, costs, registration, travel, hotel and meals related to CMEs and/or related expenses regarding non-CME medical education.
- H. The Trust shall reimburse bargaining unit members for NICA fees.
- I. Reimbursement under this Article shall be made within thirty (30) days of submission of receipts.
- J. Newly hired bargaining unit members will be eligible for CME hours or reimbursement after six (6) months from their date of hire.

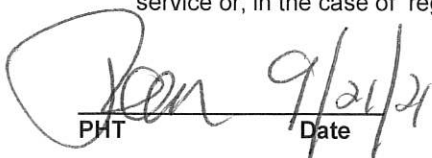
ARTICLE XIII – VACATION AND LEAVE

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

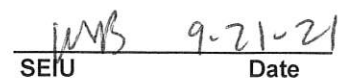
Section 1. Personal Leave Day Program

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

- A. A planned absence from work is defined as time off, requested and approved at least twenty-four (24) hours in advance by the employee's department head, supervisor, or other person designated to approve time off.
 - 1. Except as provided in Section 3, paragraph 1 of this Article, requests for planned personal leave of more than three (3) days shall be submitted at least forty (40) days in advance unless extenuating circumstances give rise to the need to submit requests within a shorter time frame.
 - 2. Requests for planned personal leave shall be approved based upon staffing needs and to insure proper and adequate patient care. Except as provided in Section 3 herein, requests for leave will be granted based on date of request. Such requests shall be responded to within fourteen (14) days.
- B. An unplanned absence is defined as time taken off by the employee which is unscheduled and not approved in advance by the department head, supervisor, or other designee. In order to receive pay for hours not worked due to an unplanned absence, employees must provide timely notification prior to the start of the scheduled shift of work and a valid reason given to their supervisor or authorized designee as outlined in the Personnel Administrative Policy #358. Written documentation of illness will not be required unless a pattern of unplanned leave utilization exists. Personal leave hours accrue from date of hire.
- C. Full-time employees are eligible for paid personal leave hours after the completion of six (6) months of continuous service or, in the case of regular part-time employees, after six (6) months of equivalent service (1040 hours).


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

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

1. During the first five (5) years of employment, 0.1115 hours shall be earned for each hour in pay status per pay period up to a maximum of 231.92 hours per year. ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue PL for all those hours unless they have reached the annual maximum.
2. This approximates 29 days per year. However, a full-time employee shall not be eligible to receive payment for personal leave days until after the first six (6) months of employment, except as outlined in Section 2.
3. In order to recognize longevity of service, employees with more than five (5) years of continuous service shall earn personal leave hours as follows:

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

*Calculations are based on 8-hour shifts.

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

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

1. During the first 10,400 hours (first five (5) full-year equivalents, FTE), 0.1115 hours shall be earned for every hour worked, up to a maximum accrual rate of 8.920 hours. However, part-time employees shall not be eligible to

receive payment for personal leave until they have worked at least 1040 hours (six (6) month equivalent). ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue PL for all of those hours unless they have reached the annual maximum.

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

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

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

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

H. 1. Employees who have at least 80 hours of unused Personal Leave/

Vacation hours as of the election date (from December 1 through December 21) of any calendar year (the "Election Year") may voluntarily elect to receive cash instead of 20 to 80 hours (for employees with less than 10 years of continuous service) or up to 120 hours (for employees with 10 years or more of continuous service) total for the year, but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour. Based on the employee's request, cash-out payments will be distributed in the last paycheck in June and/or December of the Accrual Year.

2. An election to cash-out Personal Leave/Vacation hours that may accrue in the Accrual Year must be made before the beginning of the Accrual Year from December 1 through December 21 of the Election Year.
3. The employee must make the election to cash-out Personal Leave/ Vacation hours that he or she will accrue in the Accrual Year in writing, on a cash-out election form provided by Jackson Health System. The election must state the number of Personal Leave/Vacation hours to be cashed out.
4. All elections are irrevocable once made. Employees cannot increase or decrease the number of Personal Leave/Vacation hours they will cash out in the Accrual Year after December 21 of the Election Year.
5. Payment of cashed-out hours will be made in the last pay period of June and/or December of the Accrual Year at the rate of pay at the time of payment. Upon employment separation for any reason before the end of the Accrual Year, all accrued personal leave hours, including hours designated as cash-out, shall be paid out in accordance with Section (I) below.
6. During the accrual year, accrued time shall be allocated on a pro rata basis between cash out and Personal Leave/Vacation time on the same percentage basis as the cash-out amount is to the potential

maximum accrual. (Example: If an employee elects to cash out 80 hours and is entitled to accrue a maximum of 240 hours in the Accrual Year, personal leave accruals shall be allocated 33.33% toward cash out and 66.67% toward the leave balance.)

7. Income tax and Social Security tax will be withheld from all checks.
8. Elections to cash out leave must be made on a tax (calendar) year basis.
9. Employees are solely responsible for assuring appropriate leave balances for their personal needs. An employee will be without pay (out of pay status) if appropriate leave balances or other sources of payment or leave are not applicable.
- I. Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.
 1. To qualify for a 100% terminal benefit from the personal leave account, a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.
 2. An employee who has been discharged after a minimum of six (6) months of continuous employment shall be paid 100% of terminal benefits.
 3. The terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.
- J. The parties agree that if an Attending Physician makes a timely request and is denied PL time, the Attending Physician may request and shall receive an increase for that amount of time to the maximum cash out hours of ~~240~~ 120 in Article XIII, Vacation and Leave, Section H.

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

K. Christmas & New Year Holiday Requests

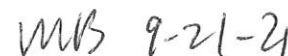
If staffing requires, each employee will be expected to work one or the other of the two holidays in all units that are open during these holidays.

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

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


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maximum accrual. (Example: If an employee elects to cash out 80 hours and is entitled to accrue a maximum of 240 hours in the Accrual Year, personal leave accruals shall be allocated 33.33% toward cash out and 66.67% toward the leave balance.)

7. Income tax and Social Security tax will be withheld from all checks.
 8. Elections to cash out leave must be made on a tax (calendar) year basis.
 9. Employees are solely responsible for assuring appropriate leave balances for their personal needs. An employee will be without pay (out of pay status) if appropriate leave balances or other sources of payment or leave are not applicable.
- I. Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.
1. To qualify for a 100% terminal benefit from the personal leave account, a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.
 2. An employee who has been discharged after a minimum of six (6) months of continuous employment shall be paid 100% of terminal benefits.
 3. The terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.
- J. The parties agree that if an Attending Physician makes a timely request and is denied PL time, the Attending Physician may request and shall receive an increase for that amount of time to the maximum cash out hours of 240 in Article XIII, Vacation and Leave, Section H.

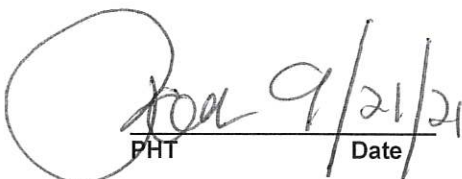
A timely request is defined as one received by the immediate supervisor prior to the posting of the schedule for the period the Attending Physician is requesting PL time.

K. Christmas & New Year Holiday Requests

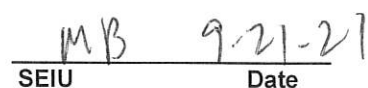
If staffing requires, each employee will be expected to work one or the other of the two holidays in all units that are open during these holidays.

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

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Section 2. Extended Illness Leave Program

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

- A. To be eligible for payment of extended illness leave, the employee must fulfill the following requirements:
1. A full-time employee shall have completed six (6) months of full-time employment.
 2. A part-time employee shall have accumulated 1040 hours worked.
 3. An employee shall give timely notice to the appropriate department head, supervisor, or other designee of the inability to report to work due to illness. The department head, supervisor, or other designee shall be kept informed on a daily basis (unless otherwise instructed by the supervisor) of the employee's physical condition and the expected date of return.
 4. A physician's certificate describing the disability and the inability to work may be required before approval will be given for payment of extended illness leave hours.
- B. A full-time employee shall accrue 0.024 hours extended illness leave for each hour in pay status per pay period up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year. ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue extended illness leave for all of those hours unless they have reached the annual maximum.
- C. A part-time employee shall accrue 0.024 hours extended illness leave for every hour worked, up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year. ECC physicians will continue to work more or less than eighty (80) hours per pay period and will accrue extended illness leave for all of those hours unless they have reached the annual maximum.
- D. An unlimited number of days may be accumulated in the extended illness leave account.
- E. Extended illness leave shall be paid at the employee's regular shift rate of pay.
- F. Payment for extended illness leave for employees with less than three (3) years of service shall begin on the fourth (4) consecutive working day of a spell of illness. The first three (3) consecutive working days to a maximum of twenty-four (24) hours of illness shall be paid out of the personal leave account, if available. The three (3) working days, twenty-four (24) hour deductible will be waived for immediate family critical illness and an employee's illness requiring hospitalization. After three (3) full years of employment, payment for extended illness shall begin on the third (3) consecutive working day or after sixteen (16) hours of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive working day or after eight (8) hours of a spell of illness.

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

1. Any illness requiring hospitalization, or
 2. Employee is seen in out-patient care center for out-patient surgery, or
 3. Occupational diseases or injuries sustained prior to receiving Workers Compensation, or
 4. Continuing illness when employee attempts to return to work too soon.
- G. For critical illness in the immediate family, an employee is entitled to five
5. days paid extended illness leave per leave year.

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

Less than 10 years	- No Payment	
10 yrs. but less than 11 yrs.	- 25%	11 yrs. but less than 12 yrs. - 30%
12 yrs. but less than 13 yrs.	- 35%	13 yrs. but less than 14 yrs. -
14 yrs. but less than 15 yrs.	- 45%	
15 yrs. but less than 16 yrs.	- 50%	16 yrs. but less than 17 yrs. - 55%
17 yrs. but less than 18 yrs.	- 60%	
18 yrs. but less than 19 yrs.	- 65%	19 yrs. but less than 20 yrs. - 70%
20 yrs. but less than 21 yrs.	- 75%	
21 yrs. but less than 22 yrs.	- 77.5%	
22 yrs. but less than 23 yrs.	- 80%	
23 yrs. but less than 24 yrs.	- 82.5%	
24 yrs. but less than 25 yrs.	- 85%	
25 yrs. but less than 26 yrs.	- 87.5%	
26 yrs. but less than 27 yrs.	- 90%	
27 yrs. but less than 28 yrs.	- 92.5%	
28 yrs. but less than 29 yrs.	- 95%	29 yrs. but less than 30 yrs. - 97.5%

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

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

Section 3. Vacation Requests

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

Section 4. Leave Without Pay

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

Section 5. Bereavement Leave

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

Section 6. Military Leave

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

Section 7. Voting

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

CONDITIONS

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

Section 8. Jury Duty

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

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

Section 9. Leaves for Union Business

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

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

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

D. The Union President will be granted full time release from duty with full pay and benefits, including all benefits and compensation due under the SEIU/PHT contract and PHT policies and procedures.

Section 10. — Administrative Leave

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

ARTICLE XIV – EMPLOYMENT PRACTICES

Section 1. Employee's File

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

Upon prior request, employees shall have access to their personnel files.

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

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

Section 2. Longevity Bonus

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

A. Upon completion of 15 years of full-time continuous County Service, 1.5% bonus payment of base salary.
Upon completion of 16 years of full-time continuous County Service, 1.6% bonus payment of base salary.
Upon completion of 17 years of full-time continuous County Service, 1.7% bonus payment of base salary.
Upon completion of 18 years of full-time continuous County Service, 1.8% bonus payment of base salary.
Upon completion of 19 years of full-time continuous County Service, 1.9% bonus payment of base salary.

B. Upon completion of 20 years of full-time continuous County Service, 2.0% bonus payment of base salary.
Upon completion of 21 years of full-time continuous County Service, 2.1% bonus payment of base salary.
Upon completion of 22 years of full-time continuous County Service, 2.2% bonus payment of base salary.
Upon completion of 23 years of full-time continuous County Service, 2.3% bonus payment of base salary.
Upon completion of 24 years of full-time continuous County Service, 2.4% bonus payment of base salary.

C. Upon completion of 25 years of full-time continuous County Service, 2.5% bonus payment of base salary.
Upon completion of 26 years of full-time continuous County Service, 2.6% bonus payment of base salary.
Upon completion of 27 years of full-time continuous County Service, 2.7% bonus payment of base salary.
Upon completion of 28 years of full-time continuous County Service, 2.8% bonus payment of base salary.
Upon completion of 29 years of full-time continuous County Service, 2.9% bonus payment of base salary.
Upon completion of 30 years or more of full-time continuous County Service, 3.0% bonus payment of base salary.

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The minimum amount of payment will be \$350.00.

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

Section 3. Reference Books and Periodicals

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

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

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

Section 4. Parking Facilities

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

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

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

Employees who pay a parking night shift rate who are coming on the PHT Main campus because they are on call or for another work assignment will be reimbursed any fees for parking in any of the PHT Main campus parking facilities between the hours of 8:00 a.m. to 4:00 p.m.

Section 5. New Equipment and Procedures

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

Section 6. Drug Discount

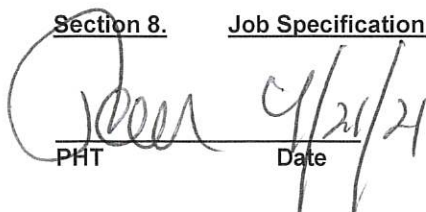
Employees may purchase drugs at the pharmacy at a rate of cost plus 10%. A surcharge of one dollar (\$1.00) will be added for each visit to the pharmacy for prescriptions for one (1) person.

Section 7. Tuition Reimbursement

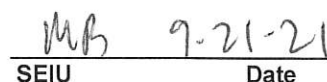
All eligible bargaining unit employees employed by the Public Health Trust will receive one hundred percent (100%) tuition reimbursement in accordance with the established policies and procedures maintained by the Public Health Trust.

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

Section 8. Job Specification Language


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

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

It is understood by the parties that the duties to be added in the proposed change in the job specification shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the Employer other than the addition of new duties, shall be reasonable under the circumstances.

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

Section 9. Rubella and Hepatitis-B Vaccine

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

Section 10. Injuries, Rehabilitation and Reorientation

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

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

Section 11. ~~Child Care/Elderly Care~~

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

Section 11.42. Career Protection

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

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Section 12 13. Change in Classification

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

Section 13 14. Referral and Recruitment Incentive Program

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

Section 14 15. Probationary Period

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

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

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

Filling of

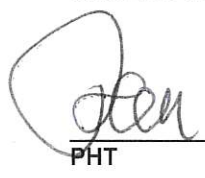
Vacancies

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

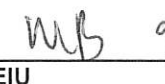
B. **Shift Transfers.** Recognizing that access to preferred shifts by employees can make an important contribution to employee morale and retention, the parties agree that all available vacancies shall first be posted at the work site for a period of seven (7) days and made available to employees within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

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

D. **Filling of Vacancies.** During this posting period, current employees with the necessary qualifications will be given preference over outside applicants. When skill, competency and ability are considered substantially equal in the judgment of the Employer, seniority shall be the deciding consideration in filling vacancies. All employees who apply for a posted vacancy shall be advised of the vacancy status as soon as practical. An employee's current salary will not be a determining factor when considering employees for transfer.

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

Section 2. Unit Mergers/Closings

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

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

ARTICLE XVI – LAYOFFS AND RECALL PROCEDURE

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

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

B. The procedure will apply to bargaining unit employees.

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

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

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

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

E. Recall

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

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F. Furloughs

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

ARTICLE XVII – CONTRACTING OUT

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

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

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

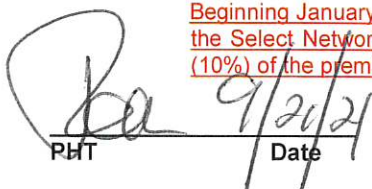
ARTICLE XVIII – GROUP INSURANCE

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

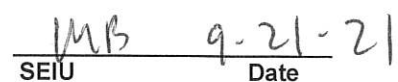
1. The Trust's Group Health Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.
2. Copies of the 20182021 plan designs and cost structures for all plans offered to eligible bargaining unit members are attached to this Agreement as an addendum, including employee premium contributions, co-pays, deductibles, RX benefits, etc. In addition to the POS and HMO plan, the PHT will continue to provide the Select Network/Managed Health Care and Jackson First Group Insurance Plans for the 2018 2020 through 2023 plan years.

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

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


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

- ~~• For plan year 2019, the employee cost of coverage for the POS and Select Network/Managed Health Care will increase by 5% over the 2018 rates.~~
- ~~• For plan year 2020, the employee cost of coverage for the POS and Select Network/Managed Health Care will increase by 5% over the 2019 rates~~

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

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

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

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

C. JACKSON FIRST PLAN

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

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

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

E. Telehealth

The parties agree that there is a need for the 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 (\$10) will be charged for employees or dependents who use the services provided by telehealth.

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

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

G. Covid-19 Non-Vaccinated Employee Surcharge

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

ARTICLE XIX – EMPLOYEE REPRESENTATION ON COMMITTEES

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

1. Joint Labor-Management Committees

a. Employee-Employer Management Conference Committee.

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

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

b. Joint Health and Safety Committee.

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

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

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

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- c. Other Labor Management Committees, As Established.

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

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

2. Other Hospital/Medical Staff Committees

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

3. Matters Eliminated From Discussion

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

- a. Pending grievances or items properly handled under the grievance procedure.
- b. Individual disciplinary actions and individual performance evaluations.
- c. Matters or processes for which there are established joint committees or procedures. It is recognized that the committees will not be used for continuing negotiations.

ARTICLE XX – SAFETY AND HEALTH

Section 1. General Recognition

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

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

The Employer will continue to comply with applicable federal, state, and county laws and regulations pertaining to occupational safety and health. To this end, any unsafe conditions reported by employees will receive priority corrected action by management. If an employee believes a task or area is hazardous or unsafe he/she will inform his/her

immediate supervisor. If the employee and supervisor do not agree, the employee will have direct access to the management personnel on that shift who has been designated by the Employer to resolve possible imminent danger hazards. The decision of this designated management personnel shall be final. Every reasonable effort will be made to remedy such conditions as soon as possible.

Section 2. New Practices and Procedures

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

Section 3. Protection from Respiratory Hazards and Infectious Diseases

A. Infectious Diseases

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

B. Asbestos

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

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

Section 4. On the Job Assault

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

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

Section 5. Security

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

ARTICLE XXI – MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

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

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

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1. Determine the missions and objectives of the Employer;
 2. Determine the methods, means and number of personnel needed to carry out Employer responsibilities;
 3. Take such actions as may be necessary to carry out services during emergencies declared by the Employer;
 4. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce their hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;
 5. Discipline or discharge employees for just cause in accordance with applicable sections of the Miami-Dade County Code and the personnel rules of the Employer including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline. The Employer will inform the Union of any changes in the existing rules and regulations before such changes are made effective;
 6. Schedule operations and shifts;
 7. Introduce new or improved methods, operations or facilities;
 8. Hire, promote, transfer or assign employees;
 9. Schedule overtime work as required;
 10. Contract out for goods and services;
 11. Establish health care policy and determine relationships between the Employer and governmental, educational and community agencies.
- C. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to the subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereto, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements and undertakings oral and written, express or implied, or practices, between the Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE XXII – TOXICOLOGY AND ALCOHOL TESTING

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

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

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

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

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

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

ARTICLE XXIII – PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

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

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

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

ARTICLE XXIV – ASSIGNABILITY OF CONTRACT

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

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

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

ARTICLE XXV – MISCELLANEOUS

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

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

ARTICLE XXVI – STRIKES AND LOCKOUTS

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

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

It is recognized by the parties that the Employer and the Union are responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the Employer and to the public at large. Accordingly, it is understood and agreed that in the event of any

ARTICLE XXVII – MALPRACTICE/REGULATORY AGENCY
ADMINISTRATIVE ACTIONS

ARTICLE XXIX – TERM OF AGREEMENT

- A. The collective bargaining agreement between the PHT, Miami-Dade County and Local 1991, Service Employees International Union, shall be effective October 1, ~~2020 2017~~ and continue to September 30, ~~2023 2020~~.
- B. Either party may require by written notice to the other, no later than June 30, ~~2023 2020~~, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, ~~2023 2020~~.

ARTICLE XXX – SAFE PATIENT HANDLING AND MINIMAL LIFT TEAM

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

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

ARTICLE XXXI - EMPOWERMENT PROGRAMS

Section 1. Labor-Management Partnership Agreement

A. Purpose

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

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

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

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

B. Process and Structure

Senior Partnership Committee

The parties will establish a Senior Partnership Committee (SPC) consisting of an equal number of (but not less than four (4) each) PHT executive level staff and Union leadership. JHS's COO and CFO, as well as the Union President, will be members of the SPC. The COO and the Union President shall be co-chairs of the SPC. The SPC may expand the Partnership to include representatives of other parties as necessary, as agreed to by the labor and management representatives on the SPC. The responsibilities of the SPC are to establish, consistent with the terms and scope outlined in this agreement, targets, goals, objectives, time lines and other Partnership initiatives. The SPC will meet

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as often as necessary but no less than twice per quarter to discuss strategic issues of the Partnership, and implement, review and oversee initiatives at all levels.

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

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

1. Access to Information

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

2. Consultants

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

3. Partnerships at Other Organizational Levels

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

4. Costs of the Partnership

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

5. Scope

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

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

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

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

7. Existing Labor-Management Cooperation Arrangements

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

8. Current and Future Business Issues and Plans

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

9. Employment Security

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

10. Applicability

Articles VII and VIII only apply to subsections B., 1, 2, 3, 5 and 9 of this Section.
Section 2. Empowerment and Efficiencies

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

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

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

ARTICLE XXXII – HEALTH AND WELLNESS CULTURE

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

Section 1. Introduction

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

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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

Section 4. Implementation and Recommendations:

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

Recommendations to be considered by the Wellness Taskforce:

- Nutrition with counseling
 - 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
- Healthier food available at all hours in cafeteria and vending machines
- Healthy food station in cafeteria including juice bar
- 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
 - 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.

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.