

Registered Nurses Collective Bargaining Agreement

Between



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

and



**THE SERVICE EMPLOYEES
INTERNATIONAL UNION**

October 1, 2011 - September 30, 2014

TABLE OF CONTENTS

ARTICLE I -	PREAMBLE	1
ARTICLE II -	PURPOSE	1
ARTICLE III -	RECOGNITION	1
Section 1.	Recognition	1
Section 2.	Probationary and On-Call Pool Employees.....	2
ARTICLE IV -	UNION-MANAGEMENT COOPERATION	2
Section 1.	Union-Management Cooperation.....	2
Section 2.	Employee-Management Conference Committee.....	2
Section 3.	Membership.....	3
Section 4.	Dues Deduction.....	3
Section 5.	Non-Discrimination	4
Section 6.	Bulletin Boards.....	4
Section 7.	Copies of Documents.....	4
Section 8.	New Employee Orientation	4
ARTICLE V -	NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS	5
Section 1.	Prevailing Benefits Clause	5
Section 2.	Notification, Consultations and Negotiations.....	5
ARTICLE VI -	UNION REPRESENTATION	5
Section 1.	Union Representatives	5
Section 2.	Grievance Representation	6
Section 3.	Released Time	6
Section 4.	Adjustment of Grievance.....	6
ARTICLE VII -	GRIEVANCE PROCEDURE	7
Section 1.	Resolution of Grievances.....	7
Section 2.	Definition.....	7
Section 3.	Procedure.....	7
Section 4.	Amended Procedure for Certain Grievances	8
Section 5.	Class Grievances	8
Section 6.	Time Limits.....	8
Section 7.	Employee Obligation.....	9
Section 8.	Employer Responses.....	9
Section 9.	Exclusion	9
ARTICLE VIII -	ARBITRATION	9

ARTICLE IX -	DISCIPLINARY ACTION	10
Section 1.	Just Cause	10
Section 2.	Procedure	10
Section 3.	Reprimands	11
Section 4.	Hearing Pursuant to the Hearing Examiner System	11
Section 5.	Grievance Procedure.....	12
ARTICLE X -	HOURS OF WORK AND OVERTIME	13
Section 1.	Work Hours	13
Section 2.	Overtime	13
Section 3.	Work Week.....	14
Section 4.	Time Schedules.....	14
Section 5.	Hours of Work and Overtime	14
Section 6.	Alternative Schedules	15
Section 7.	Rotating Shifts	15
Section 8.	Consecutive Shifts	15
Section 9.	Flexible Hours for Higher Degree Education	16
Section 10.	Public Holidays.....	16
ARTICLE XI -	SALARIES	16
Section 1.	Pay Day.....	16
Section 2.	Paycheck Errors	16
Section 3.	Salary Increases.....	17
Section 4.	Step Increases	17
Section 5.	Shift Differential and Weekend Differential	19
Section 6.	Main Campus In-Patient Differential	20
Section 7.	On-Call Pay.....	20
Section 8.	Call-In Pay.....	21
Section 9.	Uniform Allowance	21
Section 10.	On-Call Pool Nurse Rates	21
ARTICLE XII -	PAID EDUCATIONAL LEAVE	22
Section 1.	Eligibility Criteria	22
Section 2.	Clinical Certification	23
Section 3.	Financial Aid	23
Section 4.	Staff Development Programs	23
Section 5.	In-Service and Career Development Program.....	23
ARTICLE XIII -	VACATION AND LEAVE	23
Section 1.	Personal Leave Day Program	24
Section 2.	Extended Illness Leave Program	27
Section 3.	Vacation Requests	29
Section 4.	Leave Without Pay	30
Section 5.	Bereavement Leave	30
Section 6.	Military Leave	31
Section 7.	Voting	31
Section 8.	Jury Duty.....	31

Section 9.	Administrative Leave	32
Section 10.	Leaves for Union Business.....	32
ARTICLE XIV -	FULL-TIME WEEKEND SHIFTS	33
ARTICLE XV -	EMPLOYMENT PRACTICES	34
Section 1.	Probationary Periods.....	34
Section 2.	Lounge Areas.....	35
Section 3.	Work in Higher Classification	35
Section 4.	Classification Appeal	35
Section 5.	Employee's File	36
Section 6.	Evaluation of Work Performance.....	36
Section 7.	Promotions	37
Section 8.	Longevity Bonus.....	38
Section 9.	Educational Bonus	38
Section 10.	Reference Books and Periodicals.....	39
Section 11.	Parking Facilities	39
Section 12.	New Equipment and Procedures	39
Section 13.	Drug Discount.....	40
Section 14.	Tuition/Conference Reimbursement	40
Section 15.	Job Specification Language	40
Section 16.	Rubella and Hepatitis-B Vaccine.....	41
Section 17.	Injuries, Rehabilitation and Reorientation	41
Section 18.	Child Care/Elderly Care	41
Section 19.	Scope of Nursing Practice.....	41
ARTICLE XVI -	VACANCIES, TRANSFERS, REASSIGNMENTS,	
	UNIT MERGERS AND FILLING VACANCIES	41
Section 1.	Shift Transfers, Posting and Filling of Vacancies and Reassignments.....	41
Section 2.	Unit Mergers	43
ARTICLE XVII -	ORIENTATION, CROSSTRaining AND FLOATING	43
Section 1.	Orientation Types and Standards	43
Section 2.	Cross-training	44
Section 3.	Central Staffing Float Pool Nurses	44
Section 4.	Pay Premium	45
ARTICLE XVIII-	REASSIGNMENT, LAYOFFS, RECALL AND	
	REEMPLOYMENT RIGHTS	45
Section 1	Reassignment Procedure:.....	45
Section 2.	Layoff Procedure	46
Section 3.	Recall.....	49
Section 4	Layoffs, Recall and Reemployment Rights Lists	49
Section 5	ARNP Reassignment, Layoff, and Recall Procedures.....	50
Section 6.	Furloughs	51

ARTICLE XIX - CONTRACTING OUT	51
ARTICLE XX - REEDUCATION AND SKILLS ENHANCEMENT PROGRAM	52
ARTICLE XXI - GROUP INSURANCE	53
ARTICLE XXII - NURSING REPRESENTATION ON COMMITTEES	55
ARTICLE XXIII- SAFETY AND HEALTH	56
Section 1. General Recognition	56
Section 2. Joint Health and Safety Committee	56
Section 3. New Practices and Procedures	57
Section 4. Protection from Respiratory Hazards and Infectious Diseases	57
Section 5. On the Job Assault	58
Section 6. Security	58
Section 7. Safe Patient Handling and Minimal Lift Team	58
ARTICLE XXIV - QUALITY NURSING AND CAREER DEVELOPMENT COMMITTEE	59
Section 1. Establishment	59
Section 2. Purpose	59
Section 3. Matters Eliminated from Discussion	59
Section 4. Make-up of the Committee	59
Section 5. Meetings and Agenda	60
Section 6. Recommendations	60
ARTICLE XXV - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT	60
ARTICLE XXVI - TOXICOLOGY AND ALCOHOL TESTING	61
ARTICLE XXVII - PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS	62
ARTICLE XXVIII - ASSIGNABILITY OF CONTRACT	63
ARTICLE XXIX - MISCELLANEOUS	63
ARTICLE XXX - STRIKES AND LOCKOUTS	64
ARTICLE XXXI - TERM OF AGREEMENT	64
ARTICLE XXXII - NURSE STAFFING RATIOS	65
ARTICLE XXXIII - PENSION BENEFITS	65

ARTICLE XXXIV -	EMPOWERMENT PROGRAMS	65
APPENDIX A -	Nurse Classifications	69
APPENDIX B -	Units Identified as Excluded from In-patient Differential	70
APPENDIX C -	Salary Ranges for Nurses	71
SIDE LETTER 1 -	CRNA Agreement	74
	CRNA Side Letter Agreement (Supplement).....	78
SETTLEMENT AGREEMENTS AND MEMORANDA OF UNDERSTANDING		80
	CRNA Pediatric Cardiac Team.....	80
	Shift Differential for Employees Temporarily Assigned by the Employer	80
	Sustainability/Joint Efficiency	85
	Make-up Weekend Regarding Vacation and Leave	89
	3-12 / 4-12 Agreement.....	90
	3-12 Shift Breaks	92
	ARNP On-Call OT Rate for Surgical Hospital Center	94
	Grant Funded	95
	OR On Call Pay	97
	WW14 MOU	99

ARTICLE I - PREAMBLE

This Agreement is entered into on February 21, 2012 by and between the Public Health Trust (PHT) and Miami-Dade County, Florida (County), hereinafter referred to as the Employer, and Local 1991, Service Employees International Union, hereinafter referred to as the Union, for the period October 1, 2011 through September 30, 2014, subject to ratification by the Union membership and approval by the Public Health Trust and the Board of County Commissioners of Miami-Dade County, Florida.

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

ARTICLE II - PURPOSE

It is the purpose of this Agreement to promote and expand harmonious relationships between the Employer and the 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 nursing 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 Nurse Practice Act of Florida and the Standards for Nursing Service as developed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and the New Standards for Performance Improvement. The Employer also agrees to give consideration to the Code for Nurses as adopted by the American Nurses' Association in the development of standards of performance.

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

ARTICLE III - RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all full-time employees, regularly employed part-time non-casual employees and on-call pool employees who average twenty (20) or more hours weekly

employed by the Employer in the classifications as identified in Appendix A and all other classifications in which the duties can only be performed by a Registered Nurse, as presently exist or as may be from time to time established by the Employer excluding Clinical Nursing Supervisors, Supervisors, Assistant Directors, Directors of Nursing, and all other employees of the Trust.

Section 2. Probationary and On-Call Pool Employees

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

Within the meaning of the above paragraph, the following provisions only shall not apply to probationary employees: Article IX, Sections 1, 2(D), 3, 4 and 5 and Article XV, Section 6(E). Only the following provisions apply to on-call pool employees: Articles I; II; III; IV, Sections 1, 2, 3, 4, 5, 6, 7 and 8; V; VI; XI, Section 10; XIII, Section 6, 7 and 8; XV, Section 2, 5, 6 (A, B, C, D, H), 10, 11, 12, 13, 15, 16, 17, 18 and 19; XVII, Section 1 (A and B) and 2 (A); XIX; XXII; XXIII, Section 1, 2, 3, 4, 5 and 6; XXIV; XXV; XXVI; XXVII; XXVIII; XXIX; XXX and XXXI. Articles VII and VIII shall only apply to alleged contract violations.

ARTICLE IV - UNION-MANAGEMENT COOPERATION

Section 1. Union-Management Cooperation

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

Section 2. Employee-Management Conference Committee

- A. The Employer's management, jointly with the elected representatives of the Union, shall establish a Conference Committee to assist in solving mutual personnel and other employee-management problems not involving grievances or matters within jurisdiction of any other Labor Management Committees.
- B. The purpose of the Committee is to foster improved relations between the Employer and the Union.
- C. The Committee shall be on a permanent basis and shall consist of four (4) representatives of management and four (4) representatives of the Union. Persons serving on this committee should be at a level to represent the parties' interests.

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

Section 3. Membership

- A. Quarterly, the Employer will provide the Union with a printout and/or disk of the job title, department, unit and salaries of all employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers. The Employer will provide the Union with access to the files maintained in the Personnel Office from which the Union may obtain information concerning the name, title, classification, step and salary of every member of the bargaining unit. In addition, the Employer will furnish the Union with a monthly list of all terminated and newly hired employees in the represented bargaining unit.
- B. The Union will have 4000 copies of this agreement printed and the Employer will reimburse the Union for 50% of mutually agreed upon cost. The Union will provide the Employer with five hundred (500) copies. The Union will distribute copies of this Agreement to all employees in the bargaining units.

Section 4. Dues Deduction

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

(30) days prior to any change in the regular COPE dues deduction as provided by law. Any employee may revoke the COPE dues deduction upon written authorization.

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

Section 5. Non-Discrimination

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

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

Section 6. Bulletin Boards

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

Section 7. Copies of Documents

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

Section 8. New Employee Orientation

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

**ARTICLE V -
NOTIFICATION, CONSULTATIONS AND NEGOTIATIONS**

Section 1. *Prevailing Benefits Clause*

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

Section 2. *Notification, Consultations and Negotiations*

The Employer shall notify the Union in writing of any proposed changes in personnel policies or practices, which affect the conditions under which nurses 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 nursing 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 under Article XXV, Management Rights and Scope of this Agreement.

ARTICLE VI - UNION REPRESENTATION

Section 1. *Union Representatives*

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

Section 2. Grievance Representation

The Employer recognizes the right of the Union to appoint not more than thirty-nine (39) representatives at JMH and satellite facilities for the purpose of assisting employees in the adjustment of grievances under the terms of this Agreement. In the event of an expansion of the bargaining unit above the number of employees in the unit at the execution of this Agreement, the Employer agrees that the Union shall be allowed to appoint one (1) additional representative for each sixty (60) additional bargaining unit employees.

Section 3. Released Time

- A. With prior approval from the employee's supervisor, time off with pay shall be allowed to the Union representatives assigned to regular shifts to allow for participation in activities described in Articles IV, V, VI, VII, VIII, IX, XXII, XXIII and XXIV of this Agreement. Approval will not be unreasonably withheld.
- B. No nurse shall be paid for such time unless regularly scheduled to work at a time when such activities are going on; nor shall schedules be changed to allow paid time for such activities. In unusual circumstances, request for schedule changes may be submitted by Unit representatives for approval by their supervisor or schedule changes may be made by the Employer. However, in order to encourage participation of night-shift nurses in the activities detailed in Section A, night-shift nurses who spend two (2) hours or more in any day attending such activities shall be given a maximum of two (2) hours off their regular shift with pay.
- C. Up to twenty (20) bargaining unit members will be allowed time off with pay for contract negotiations. Up to an additional seven (7) bargaining unit members will be allowed time off without pay for contract negotiations. Approval will not be unreasonably withheld. The Union will make every effort to elect employees from various hospital centers.

Section 4. Adjustment of Grievance

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

Every effort will be made by the Employer to allow unit representatives to

investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known, and when possible at least within twenty-four (24) hours.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Resolution of Grievances

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

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

Section 2. Definition

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

Section 3. Procedure

A. Step 1

The employee shall file a grievance, in writing, with the individual who possesses the authority to either modify the disciplinary action or to correct the contract violation within ten (10) calendar days of the occurrence or knowledge giving rise to the grievance. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.

- B. Step 2
If the Union is not satisfied with the reply in Step 1, within ten (10) calendar days thereafter the written grievance shall be presented to this individual's Supervisor. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.
- C. Step 3
If the Union is not satisfied with the reply in Step 2, within ten (10) calendar days thereafter the written grievance shall be presented to the Senior Vice President of Patient Care Services. This person, or designee, shall meet with the grievant and the Union Representative and shall reply in writing within ten (10) calendar days after receipt of the written grievance.
- D. Whenever possible, appropriate and unique to one division, the Union will attempt to discuss Union grievances, except those concerning disciplinary action, health and safety or Union rights, with the Division Director or designee before submitting the grievance directly at Step 3 of the grievance procedure.

Section 4. 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 3 of the grievance procedure.

Section 5. Class Grievances

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

Section 6. 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 in writing between the parties to this Agreement, except that either party shall be permitted one (1) extension of time per grievance as a matter of right not to exceed fifteen (15) days, providing that the other party is notified in writing of the extension prior to the expiration of the original period.

Section 7. Employee Obligation

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

Section 8. Employer Responses

All responses required in Steps 1, 2 and 3, above, shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance at any step of the procedure must contain a statement of the reasons for the rejection.

Section 9. Exclusions

Any subjects excluded from the arbitration procedure (Article VIII) shall also be excluded from the grievance procedure with the sole exception of reprimands, which shall be grievable but not arbitrable as provided under Article IX, Disciplinary Action, Section 3, Reprimands. The determination of the Nurse Staffing Ratios shall not be grievable, arbitrable, or subject to impasse under Chapter 447 of Florida Statutes.

ARTICLE VIII - ARBITRATION

If the Union is not satisfied with the reply in Step 3 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 Union must simultaneously provide the Employee/Labor Relations Department with a copy of the request for arbitration and the applicable grievance. If the parties cannot agree upon an impartial arbitrator within five (5) days, the parties shall request a list of seven (7) arbitrators from FMCS or AAA. The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing no later than thirty (30) days after the conclusion of the hearing, and such decision shall be final and binding.

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

from work and disruption of patient care.

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

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

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

ARTICLE IX - DISCIPLINARY ACTION

Section 1. Just Cause

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

Section 2. Procedure

- A. Whenever it is alleged that an employee has violated any law, rule, regulation, or policy, that employee, shall be notified in accordance with Section 2. E. of this article, and informed of the law, rule, regulation, or policy allegedly violated. The Employer shall initiate an investigation prior to notification to the employee of a pending disciplinary action. The Employer shall conduct the necessary investigation to include full consideration of any documentation submitted by the employee prior to making a final decision. In specifying charges, the Employer will be guided, in part, by the Code of Ethics for the affected job classification.
- B. The Employer agrees to inform the employee and the Union of their right to representation in the disciplinary process. The Employer will give the employee at least 48 hours written notice providing date, time and place that a disciplinary/counseling session is scheduled. This notice will include the law, rule, regulation, or policy allegedly violated and nature of the alleged violation.
- C. Final disciplinary action determinations will not be rendered until the completion of the presentation and rebuttal meetings where the Employer and the Employee, together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Rebuttal meetings must be scheduled within fourteen (14) calendar days unless mutually agreed between the parties. The Employer shall have fourteen (14) calendar days to render a decision

following the rebuttal presentation unless time is extended by mutual agreement. The Union and employee shall receive a copy of the rebuttal response.

- D. The Employer agrees that all disciplinary actions (dismissals, suspensions, demotions) except reprimands will be appealable by the employee to a hearing examiner as provided in the Miami-Dade County Code and the Personnel Rules of the PHT or, at the option of the Union and the employee, to the Grievance and Arbitration procedures provided in Articles VII and VIII of this Agreement. The employee shall be notified in writing of both appeal procedures by name and contract article.
- E. Notices of disciplinary action, Records of Counseling and documented verbal counseling shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts requiring the notice, except where good cause for delay is shown. Forty-eight (48) hour written notice is not required for documented counseling. Good cause shall include, but not be limited to, the pendency of outside criminal, administrative or other proceedings.
- F. Any disciplinary action currently in an employee's file which is overturned shall be stamped invalid.

Section 3. Reprimands

Reprimands shall be appealable by the employee to the grievance procedure up to and including Step 3, but shall not be further appealable to either an Arbitrator or to a County Hearing Examiner Officer. Within thirty (30) days of the receipt of the Employer's reply to such a grievance at any step of the grievance procedure, the employee and/or the Union shall have the right to file a written response to the Written Reprimand and have said response inserted in the employee's personnel folder.

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

Section 4. Hearing Pursuant to the Hearing Examiner System

- A. The employee subjected to the disciplinary process shall be informed in writing of the charges. The employee or the employee's representative shall have the right to confront and question all witnesses under oath. The right of discovery and procedural rights in accordance with the Florida Rules of Civil Procedure shall be provided to the employee.

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

Section 5. Grievance Procedure

- A. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees through the grievance and arbitration procedure contained in Article VII and VIII of this Agreement. The Union shall notify the Office of Labor Relations in writing no later than fourteen (14) calendar days from the employee's receipt of the final disciplinary action determination of its decision on whether to exercise the option of appealing through the grievance and arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance and arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change.
- B. In the case where the Union chooses not to select the grievance and arbitration procedure for disciplinary actions resulting in dismissals, suspensions or demotions of permanent employees then the disciplinary appeal provisions under Section 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Union selects the option to appeal disciplinary actions resulting in

dismissals, suspensions or demotions of permanent employees under the grievance and arbitration procedure then the provisions of Section 2-47 of the Code will not be applicable.

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 1. Work Hours

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

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

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

In addition to the current full time status of 40 hours for nurses who work 12 and half hour (12½) shifts (3 days one week, 4 another week), RNs who mutually agree with the employer to work three (3) 12 and one half hour (12½) shifts per week shall also be considered full time employees with all full time benefits. Those who work these three (3) 12 and one half hour (12½) shifts shall be paid for 72 hours per pay period plus any overtime. For the purposes of weekly overtime, the normal work week shall be considered 40 hours.

Section 2. Overtime

- A. It shall not be the general policy of the Employer to have its employees work frequent or consistent overtime. However, when non-job basis employees are required to work approved overtime, in addition to their regular hours, they shall be compensated.
- B. Effective March 1, 2012, work authorized to be performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half of the normal rate of pay.
- C. For purposes of interpretation, all hours in pay status shall be considered hours worked except for unplanned personal leave days. However,

employees covered by the bargaining unit may receive overtime payment for hours worked in excess of any forty (40) hour work week which includes one (1) planned personal leave day taken within any week (the exception being Thanksgiving week when two (2) personal leave days may be taken).

- D. An employee shall not have the regular work schedule changed solely to avoid payment of overtime. This Article is intended to be construed only on the basis of overtime and shall not be construed as a guarantee of work per day or per week.
- E. In any situation requiring overtime, volunteers will be sought before the overtime is assigned. In the event that sufficient volunteers are not obtained, overtime will be assigned on a rotational basis.
- F. Except when demonstrated to be more expensive, overtime will be offered before any agency or TR nurses are utilized.

Section 3. Work Week

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

Section 4. Time Schedules

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

Section 5. Hours of Work and Overtime

- A. Nurses working five (5) days per week schedule will not be scheduled for more than six (6) consecutive days without prior consent of the nurse. Nurses working compressed schedules will not be scheduled for more than three (3) consecutive days without prior consent of the nurse.
- B. The Employer will make every possible effort to provide nurses every other or two weekends off per time sheet schedule. Weekends are defined as Saturdays and Sundays for day and evening shift and as Friday and Saturday nights for night shift employees. To meet this provision and to cover weekends normally worked during vacations, periods of illness, and other unavoidable absences, the Employer will make every effort to utilize flexible alternatives, such as: seek volunteers for overtime, utilize combination shifts (e.g. 2-8's, 2-12's), part-time, per diem and pool employees. If staffing standards cannot be met through the use of volunteers, the Employer may assign extra weekend work on a rotating basis. If any nurse does not desire every other weekend off or desires set days each week, the nurse should make this request in writing to the

person responsible for the time schedule. While every possible effort will be made to adhere to paragraphs A and B, it is understood and agreed that patient care needs will be the paramount consideration in work scheduling.

- C. No employee shall be denied vacation because such time begins, ends or includes a weekend(s) on which he/she is scheduled to work.
- D. No employee shall be required to make up a weekend which occurred during an approved vacation or leave.

Section 6. *Alternative Schedules*

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

Any nurse who has researched different systems of scheduling should present the system to the Clinical Nursing Practice Committee and the Quality Nursing and Career Development Committee.

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

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

Section 7. *Rotating Shifts*

Where rotating shifts are required, those responsible for making work schedules will assign shift rotation on an equitable basis. Individual requests for evening and night shift assignment may continue to be approved.

- A. The Employer will make every effort to avoid asking nurses regularly assigned to 3-11 or night shift to rotate to another shift.
- B. Every effort will be made to refrain from rotating nurses to evening or night shift immediately preceding their weekend off.

Section 8. *Consecutive Shifts*

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

Nurses will not be required to work consecutive shifts except in emergency conditions. There will normally be at least a minimum of an eleven and one-half

(11½) hour break between work shifts except in emergency circumstances. For purposes of this section only, staffing deficiencies which cannot be reasonably anticipated by the Employer shall be considered as emergency circumstances.

Section 9. Flexible Hours for Higher Degree Education

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

Section 10. Public Holidays

Nurses assigned to facilities or units that are closed on public holidays shall have the option either to take the day of the holiday off, or to work in other areas of the bargaining unit if such work is available. Nurses who opt to work the day in question shall not have a Personal Leave day deducted from their paid leave account.

ARTICLE XI - SALARIES

Section 1. Pay Day

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

- A. Pay day shall be every other Friday. Paychecks may be picked up in division offices as soon as available. Every effort will be made to make such checks available to those nurses on the 3:00 p.m.-11:30 p.m. and 11:00 p.m.-7:30 a.m. shifts after 9:30 p.m. on Thursday and prior to the end of their shift.
- B. If a holiday is on Friday, pay shall be given on Thursday.
- C. The Employer will provide for direct deposit of pay checks in area banks and credit unions upon proper application from individual nurses who wish it. Nurses shall be informed as to the procedures for proper application.

Section 2. Paycheck Errors

In the event of an error in the pay check, a voucher in the corrected amount shall be made available to the RN within twenty-four (24) hours of reporting the error to the Payroll Department. In order for the voucher to be made available by 4:00 p.m. the same day, the error must be reported to the Payroll Department, with the proper documentation, by 11:00 a.m. The voucher may then be picked up in the Audit Section, General Accounting Department. Vouchers for errors reported to the Payroll Department, with proper documentation, after 11:00 a.m., will be made

available for pick up at the Cashier's Office within 24 hours. Vouchers that are not picked up by 4:00 p.m. in the Audit Section, General Account Department, will be given to the Cashier's Office.

Section 3. Salary Increases

A. First Year 2011-2012

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

B. Second Year 2012-2013

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

C. Third Year 2013-2014

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

D. Eligible nurses, upon signing a two (2) year commitment agreement to the Neonatal Pediatric Transport Team, will receive a one-step increase. This step shall be removed if the nurse leaves the Neonatal Pediatric Transport Team.

E. ARNPs and other employees designated as lead workers by management shall receive a one step pay increase until the lead worker designation is removed.

F. Nurses performing the duties of the Neonatal Pediatric Transport Coordinator and the Pediatric Cardio Thoracic Liaison Case Manager will receive a one-step increase for 24-hour, 7-day per week responsibilities providing the nurse is not already receiving it. The step will be removed if the nurse is no longer performing the duty.

G. The Associate Nurse Manager, Advanced Registered Nurse Practitioner and Nurse Manager in Ward D will be paid a one-step increase for working in Corrections Health Services, providing the nurse is not already receiving it. The step will be removed if the nurse is no longer working in Ward D or Corrections.

The Employer agrees that there shall be no selective wage adjustments for any classifications covered by this Agreement, other than those specified, unless it shall first meet and negotiate with the Union concerning the amount of such adjustments and the reasons therefore.

Section 4. Step Increases

Effective March 1, 2012, advancement in the step plan on an annual or anniversary date basis as set forth in subsections A. through E., below, will be suspended for twenty six (26) pay periods. No later than June 1, 2012 the

parties will reopen negotiations regarding step increases for the purpose of determining whether to reinstate the step increases following the twenty six (26) pay periods of suspension.

There will be no advancement in the step plan on an annual or anniversary date basis until such time as the parties agree to restore the step advancement. Step increases other than on an annual or anniversary date basis as referred to elsewhere in the Agreement will remain in effect. Moreover, notwithstanding any negotiations that occur pursuant to any reopeners, step increases shall automatically be restored no later than September 30, 2014.

- A. Each nurse will receive a step increase annually on his/her anniversary date up to the maximum step of the range, provided he/she has met standards. This will place him/her on the next step of the pay plan.

The maximum step in each classification shall be as follows:

Administrative Nurse I.....	6
Advanced Registered Nurse Practitioner (ARNP)	6
Associate Nurse Manager.....	11
Certified Nurse Midwife.....	6
Certified Registered Nurse Anesthetist (CRNA).....	8
Clinical Care Coordinator.....	7
Clinical Nurse Specialist	7
Clinical Research Coordinator.....	7
Clinical Resource Nurse	11
Clinical Service Coordinator.....	7
Enterostomal Therapist.....	7
Enterostomal Therapist Coordinator.....	7
Nurse Educator.....	11
Nurse Educator/Corrections Health Services	6
Nurse Manager	6
Officer of the Day-Emergency Services	11
Patient Placement Coordinator	11
Quality Management Education Coordinator	7
Trauma Coordinator	7

There are two (2) additional steps beyond the maximum of the range to which nurses are advanced in recognition of their years of service. These two (2) steps of the salary structure are called longevity steps.

Advancement to the first longevity step shall be made immediately upon completion of forty-eight (48) months service at the maximum rate of the salary range. Such advancement will be moved to the first pay step beyond the maximum step of the range.

Advancement to the second longevity step shall be made immediately upon completion of forty-eight (48) months at the first longevity step of the salary range. Such advancement will be the next step beyond the first longevity pay step.

- B. There are fifteen (15) steps in the Clinical Staff Nurse and Clinical Staff Nurse/Corrections Health Services classifications. Advancement in these steps is as follows:

Step 1 to step 2	6 months
Step 2 to step 3	12 months
Step 3 to step 4	12 months
Step 4 to step 5	12 months
Step 5 to step 6	12 months
Step 6 to step 7	12 months
Step 7 to step 8	12 months
Step 8 to step 9	18 months
Step 9 to step 10	18 months
Step 10 to step 11	36 months
Step 11 to step 12	36 months
Step 12 to step 13	36 months
Step 13 to step 14	48 months
Step 14 to step 15	48 months

There will be a minimum of four percent (4%) between all steps.

- C. Employees in this Unit are also eligible for the "Special Recognition Increase" program under the provisions established by the Employer for such a program.
- D. Part-time nurses are eligible for step increases based on 2080 hours worked and satisfactory performance evaluations (that is, evaluations which meet standards).
- E. A change in classification status does not alter a nurse's anniversary date for purpose of accrual of leave benefits. A nurse who is promoted will have his/her anniversary date changed to the date of promotion for purposes of receiving annual step increases in the new classification, except that a nurse who is promoted within thirty (30) days of his/her step increase anniversary date will receive both his/her step increase and then promotional increase.

Section 5. Shift Differential and Weekend Differential

The Employer agrees to pay a shift differential on the night shift (11:00 p.m. - 7:30 a.m.) and on the evening shift (3:00 p.m. - 11:30 p.m.). Employees on regular assigned shifts which qualify for differentials under this section who are temporarily assigned by the Employer to the day shift for education or work assignment, shall continue to receive the differential they normally receive. Employees who work the evening or night shift who request to work the day shift temporarily will not receive shift differential.

Shift differentials shall be paid in accordance with the following guidelines:

- A. The shift differential rates shall be

Evening	\$4.00/hour
Night	\$6.00/hour

- B. For employees hired before October 1, 1994, the shift differential shall be frozen at the dollar amount the employee would have received as a shift differential during the pay period immediately preceding October 1, 1994, or the above shift differential, whichever is higher. Shift differential will be paid for all hours worked after 3:00 p.m. The Employer will continue the current practice of paying the appropriate differential for all hours worked on a shift where the majority of hours occur during the evening or night shift. Registered Nurses working the twelve and a half-hour night shift will receive the night shift differential for the entire shift.

Shift differential will not be paid for hours worked on a day shift and which end prior to 5:00 p.m.

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

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

Section 6. Main Campus In-Patient Differential

An additional seventy-five cents (\$.75) an hour will be paid for all selected nurses working in an in-patient unit at Jackson Memorial Hospital. This includes the Emergency Care Center, Holtz Women's and Children's and Mental Health Hospital Center. This differential will be paid to Clinical Staff Nurses, Nurse Educators, Associate Nurse Managers, Nurse Managers, Certified Nurse Midwives, Advanced Registered Nurse Practitioners and Certified Registered Nurse Anesthetists, and Registered Nurse First Assist or any other classification where the nurse is working in an in-patient unit at Jackson Memorial Hospital. (See attached list of units excluded from this differential in Appendix C).

Section 7. On-Call Pay

- A. Employees designated as on-call shall be paid a minimum of thirty-five dollars (\$35.00) per shift on weekdays (Monday - Friday) and forty-five dollars (\$45.00) per shift on weekends (Saturday-Sunday) and holidays.

- B. Employees who are called in from on-call status, after having left the Employer's facility at the conclusion of a work day, shall receive a minimum of four (4) hours pay at the applicable rate.

- C. The parties agree to meet to discuss guidelines and policies regarding on-call provisions, if either party requests it. Hourly employees who are

designated as on call and are not required to come into the hospital, but are required to resolve issues by telephone or computer, by their respective management or designee, shall be paid the appropriate hourly rate in 15 minute intervals if the call or work is at least 8 minutes in duration and provide evidence for payroll as required by the employer. The proper form must be submitted to payroll timely for the respective payroll period. In the event that the employee is called back to work and receives call back pay, in no event will he/she receive pay for time spent on the telephone or computer. For example: #1: the telephone call last 7 minutes; no payment is required. #2: the telephone call lasts 8 minutes; the employee is paid for 15 minutes. #3: the telephone call lasts 20 minutes; the employee is paid for 15 minutes. #4 the telephone call last 23 minutes; the employee is paid for 30 minutes.

- D. Salaried Employees On-call/Standby pay: Salaried employees who are designated as on-call and are not required to come into the hospital by their respective manager or designee, but are required to resolve issues by telephone or computer, shall be paid the appropriate hourly rate in fifteen (15) minute intervals if the call or work is at least eight (8) minutes in duration, and shall provide evidence for payroll as required by the employer. The proper form must be submitted to payroll timely for the respective payroll period. However, no Employee performing on-call/standby duties will earn less than he/she is currently receiving.

Section 8. Call-In Pay

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

Section 9. Uniform Allowance

All nurses in the bargaining unit shall receive a uniform allowance of \$125.00 per year.

A uniform allowance will be paid once per year in the month of January to all bargaining unit employees on the payroll at time of payment.

Section 10. On-Call Pool Nurse Rates

The On-call Pool Nurse rates are as follows (On-call Pool Nurses with thirty (30) months experience or less shall be paid at the lower rate):

The following rates will apply:

8 hour shifts:	7:00 a.m. – 3:30 p.m. -	\$33.00/\$35.00/hour
	3:00 p.m. – 11:30 p.m. -	\$37.00/\$39.00/hour
	11:00 p.m. – 7:30 a.m. -	\$39.00/\$41.00/hour
12 hour shifts:	7:00 a.m.-7:30 p.m. -	\$36.50/\$38.50/hour
	7:00 p.m. – 7:30 a.m. -	\$39.00/\$41.00/hour

On-Call Nurses who work weekends will be paid two dollars and seventy-five cents (\$2. 75) an hour for hours worked between 7:00 p.m. Friday and 7:30 a.m. Monday providing the nurse’s shift begins at 7:00 p.m. or later on Friday.

On-Call Pool Nurses shall be paid time and a half (1½) for all hours worked on a holiday.

Job Basis Nurses who work additional shifts as Clinical Staff Nurses shall be compensated at the following rates: Three hundred and twenty dollars (\$320) for an eight hour day shift; Four hundred and eighty dollars (\$480) for a 12 hour day shift; Three hundred and sixty dollars (\$360) for an eight hour 3pm to 11pm shift; Five hundred and fifty-two dollars (\$552) for 12 hour 7pm to 7am shift; Three hundred and seventy-six (\$376) for 11pm to 7am shift. Job basis nurses will not receive any differentials.

Upon mutual agreement, the parties may re-open negotiations on these wages at any time.

ARTICLE XII - PAID EDUCATIONAL LEAVE

Section 1. Eligibility Criteria

Every effort will be made to provide a reasonable amount of leave with pay each year to attend courses, institutes, workshops or other educational activities in accordance with the following criteria:

- A. Educational leave days will be used at the employee's discretion after receiving proper approval. Leave under this article is exclusive of mandatory education requirements.
- B. The nurse applies in advance in writing specifying the course, institute, workshop or class the nurse wishes to attend.
- C. The nurse obtains permission from the Director of Nursing to attend.
- D. Such leave does not interfere with staffing.
- E. Requests for leave will be granted based on date of request.
- F. Employees working eight (8) hour shifts will get twenty-four (24) hours; those working twelve (12) hour shifts, thirty-six (36) hours; those working ten (10) hour shifts, thirty (30) hours yearly; and weekend schedule employees (Article XIV) will get thirty-six (36) hours of leave yearly under

this provision. In the case of ARNP's, Nurse Midwives and CRNA's, employees working eight (8) hour shifts will get thirty-two (32) hours yearly; those working twelve (12) hour shifts, forty-eight (48) hours yearly; those working ten (10) hour shifts, forty (40) hours yearly.

- G. Hours spent in reeducation programs which qualify for contact hours conducted by the Employer shall count toward the number of hours of leave available under this article. If an employee who enters a reeducation program has already used his/her educational leave for the year, the appropriate number of days of leave will be deducted from the leave the employee would otherwise have been entitled to receive in the following year.
- H. Effective March 1, 2012, three (3) days of paid educational leave shall be suspended until September 30, 2014. Thereafter, paid educational leave shall be automatically restored.

Section 2. Clinical Certification

The cost of one National clinical certification exam related to the employee's area of practice will be reimbursed following successful completion.

Section 3. Financial Aid

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

Section 4. Staff Development Programs

It is understood that courses offered by the Employer in special areas of practice will be continued for nurses working in, or scheduled to work in, a specialty area as part of Staff Development Programs. These educational programs will be posted on the bulletin boards and any nurse may apply. These requests will be granted as patient care permits.

Section 5. In-Service and Career Development Program

Employees shall be compensated for all time spent in required in-service training programs.

ARTICLE XIII - VACATION AND LEAVE

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

Section 1. Personal Leave Day Program

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

- A. A planned absence from work is defined as time off, requested and approved at least twenty-four (24) hours in advance by the employee's department head, supervisor, or other person designated to approve time off.
 - 1) Except as provided in Section 3, paragraph 1 of this Article, requests for planned personal leave of more than three (3) days shall be submitted at least forty (40) days in advance unless extenuating circumstances give rise to the need to submit requests within a shorter time frame.
 - 2) Requests for planned personal leave shall be approved based upon staffing needs and to insure proper and adequate patient care. Except as provided in Section 3 herein, requests for leave will be granted based on date of request.

- B. An unplanned absence is defined as time taken off by the employee which is unscheduled and not approved in advance by the department head, supervisor, or other designee. In order to receive pay for hours not worked due to an unplanned absence, employees must provide timely notification prior to the start of the scheduled shift of work and a valid reason given to their supervisor or authorized designee as outlined in the Personnel Administrative Policy #358. Written documentation of illness will not be required unless a pattern of unplanned leave utilization exists. Personal leave hours accrue from date of hire.

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

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

- D. Full-time employees shall earn paid personal leave hours as follows:
 - 1. During the first five (5) years of employment, 0.1115 hours shall be earned for each hour in pay status per pay period up to a maximum of 8.920 hours (80 hours or more in pay status). This approximates 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.

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

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

*Calculations are based on 8-hour shifts.

3. Full-time employees who are assigned to work regularly scheduled ten (10) hour shifts shall earn an additional twenty-two (22) hours of personal leave per year (shorter periods of time will be prorated). Full-time employees who are assigned to work regularly scheduled twelve and a half (12½) hour shifts shall earn an additional thirty-eight point five (38.5) hours of personal leave per year (shorter or longer periods of time will be prorated). Full-time employees who are assigned to work regularly scheduled twelve and a half (12½) hour shifts, and who are paid for eleven (11 hours), refer to Appendix B.

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

1. During the first 10,400 hours (first five (5) full-year equivalents, FTE), 0.1115 hours shall be earned for every hour worked, up to a maximum accrual rate of 8.920 hours. However, part-time employees shall not be eligible to receive payment for personal leave until they have worked at least 1040 hours (six (6) month equivalent).
2. Employees who have worked more than five (5) full-year equivalents shall earn paid personal leave hours as follows:

Hours Worked	Hours Earned Per Hour Worked
10,401-12,480	.1154
12,481-14,560	.1192
14,561-16,640	.1231
16,641-18,720	.1269

18,721-31,200	.1308
31,201-33,280	.1346
33,281-35,360	.1385
35,361-37,440	.1423
37,441-39,520	.1462
39,521 on	.1500

- F. Personal leave hours shall be paid at the employee's regular shift rate of pay. Personal leave hours may be accumulated up to a maximum of five-hundred (500) hours.
- G. Personal leave hours shall be used during the first three (3) consecutive scheduled workdays (to maximum of twenty-four (24) hours) of any spell of illness. After 3 years, 16 hours of personal leave are used for illness and after 10 years, 8 hours of personal leave are used; these personal leave hours shall be defined as unplanned absences. If sufficient personal leave hours are not available to cover a spell of illness, any uncovered portion shall be without pay, until the benefits of the Extended Illness Leave Plan are in effect.
- H. Personal Leave/Vacation Accrual
1. Employees who have at least 80 hours of unused Personal Leave/Vacation as of the election date (from December 1 through December 21) of any calendar year (the "Election Year") may voluntarily elect to receive cash instead of 40 to 160 hours (for employees with less than 10 years of continuous service) or up to 240 hours (for employees with 10 years or more of continuous service), but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour.
 2. An election to cash-out Personal Leave/Vacation hours that may accrue in the Accrual Year must be made before the beginning of the Accrual Year from December 1 through December 21 of the Election Year.
 3. The employee must make the election to cash-out Personal Leave/Vacation hours that he or she will accrue in the Accrual Year in writing, on a cash-out election form provided by Jackson Health. The election must state the number of Personal Leave/ Vacation hours to be cashed out.
 4. All elections are irrevocable once made. Employees cannot increase or decrease the number of Personal Leave/Vacation hours they will cash out in the Accrual Year after December 21 of the Election Year.
 5. Payment of cashed-out hours will be made in the last pay period of December of the Accrual Year at the rate of pay at the time of payment. Upon employment separation for any reason before the end of the Accrual Year, all accrued personal leave hours, including hours designated as cash out, shall be paid out in accordance with Section I below.

6. During the accrual year, accrued time shall be allocated on a pro rata basis between cash out and Personal Leave/Vacation time on the same percentage basis as the cash out amount is to the potential maximum accrual. (Example: If an employee elects to cash out 120 hours and is entitled to accrue a maximum of 240 hours in the accrual year, personal leave accruals shall be allocated 50% toward cash out and 50% toward the leave balance.)
 7. Elections to cash out leave must be made on a tax (calendar) year basis.
 8. Employees are solely responsible for assuring appropriate leave balances for their personal needs. An employee will be without pay (out of pay status) if appropriate leave balances or other sources of payment or leave are not applicable.
- I. Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.
1. To qualify for a 100% terminal benefit from the personal leave account, a minimum of six (6) months of continuous employment (or its equivalent for part-time employees) must be completed. Further, for job basis employees a minimum of four weeks advance notice of voluntary resignation must be given and two weeks for hourly paid employees, unless extenuating circumstances warrant a shorter time frame.
 2. An employee who has been discharged after a minimum of six (6) months of continuous employment shall be paid 100% of terminal benefits.
 3. The terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.

Section 2. Extended Illness Leave 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.
 - C. A part-time employee shall accrue 0.024 hours extended illness leave for every hour worked, up to a maximum of 1.850 hours per pay period, not to exceed forty-eight (48) hours per year.
 - D. An unlimited number of days may be accumulated in the extended illness leave account.
 - E. Extended illness leave shall be paid at the employee's regular shift rate of pay.
 - F. Payment for extended illness leave for employees with less than three (3) years of service shall begin on the fourth (4) consecutive working day of a spell of illness. The first three (3) consecutive working days to a maximum of twenty-four (24) hours of illness shall be paid out of the personal leave account, if available. The three (3) working days, twenty-four (24) hour deductible will be waived for immediate family critical illness and an employee's illness requiring hospitalization. After three (3) full years of employment, payment for extended illness shall begin on the third (3) consecutive working day or after sixteen (16) hours of a spell of illness. After ten (10) full years of employment, payment for extended illness shall begin on the second (2) consecutive working day or after eight (8) hours of a spell of illness.

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

1. Any illness requiring hospitalization, or
 2. Employee is seen in out-patient care center for out-patient surgery, or
 3. Occupational diseases or injuries sustained prior to receiving Workers Compensation, or
 4. Continuing illness when employee attempts to return to work too soon.
- G. For critical illness in the immediate family, an employee is entitled to five (5) days paid extended illness leave per leave year.
 - H. Employees with less than thirty (30) years full-time PHT/County employment who retire or resign from the PHT will be eligible to receive payment for up to a maximum of 1,000 hours of accrued extended illness leave at the employee's current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following

schedule:

Less than 10 years -No Payment

10 yrs. but less than 11 yrs.	- 25%
11 yrs. but less than 12 yrs.	- 30%
12 yrs. but less than 13 yrs.	- 35%
13 yrs. but less than 14 yrs.	- 40%
14 yrs. but less than 15 yrs.	- 45%
15 yrs. but less than 16 yrs.	- 50%
16 yrs. but less than 17 yrs.	- 55%
17 yrs. but less than 18 yrs.	- 60%
18 yrs. but less than 19 yrs.	- 65%
19 yrs. but less than 20 yrs.	- 70%
20 yrs. but less than 21 yrs.	- 75%
21 yrs. but less than 22 yrs.	- 77.5%
22 yrs. but less than 23 yrs.	- 80%
23 yrs. but less than 24 yrs.	- 82.5%
24 yrs. but less than 25 yrs.	- 85%
25 yrs. but less than 26 yrs.	- 87.5%
26 yrs. but less than 27 yrs.	- 90%
27 yrs. but less than 28 yrs.	- 92.5%
28 yrs. but less than 29 yrs.	- 95%
29 yrs. but less than 30 yrs.	- 97.5%

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

Section 3. Vacation Requests

A. Annual Vacation Scheduling Procedure

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

1. Leave request forms will be distributed with a sample copy of the upcoming year's vacation calendar by October 1st.
2. Leave request forms shall be returned by employees by November 1st.
3. Annual vacation calendars will be published and posted by December 1st.
4. Employees may request any two vacation periods, designating them as "first plan" and "second plan." Although forty (40) hour blocks of vacation are preferable for scheduling convenience, intermittent vacation (in periods of 8 hours or more each) may be scheduled.
5. Employees will be granted eighty (80) hours of vacation yearly based on this vacation scheduling procedure. Every possible effort will be made to accommodate a longer period of time if requested by the employee.

6. Vacation periods will be scheduled by unit seniority for the first eighty (80) hours of each employee's vacation schedule for the year. Remaining vacation will be scheduled on a "first come, first served" basis, based on patient care needs. All employees (except those who have not completed their probationary period as of January 1st of the upcoming year), will be encouraged to schedule and take at least forty (40) hours of vacation each calendar year.
7. Employees whose forms are not returned by November 1st will have vacation scheduled for the upcoming year on the "first come, first served" basis mentioned above.

B. Other Vacation Requests

At all other times during the vacation year, requests will be scheduled on a "first come first served" basis. Vacation requests should be submitted forty (40) days in advance unless extenuating circumstances give rise to emergency requests. Response to vacation requests under this paragraph will be in writing, and will be provided to the employee no later than fourteen (14) calendar days after the date of submission.

Section 4. Leave Without Pay

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

Section 5. Bereavement Leave

Full-time employees who have completed nine (9) pay periods of County/PHT service will be granted three (3) days of emergency bereavement leave with pay in the event of a death in the immediate family. Immediate family is defined as the employee's spouse, and employee's or spouse's children,

mother, father, sister, brother, grandfather or grandmother, son-in-law, daughter-in-law, or upon proof of any person in the general family whose ties would be normally considered immediate and living within the same household. For the purposes of this section "spouse" shall be understood to include a significant other living within the same household. Bereavement leave shall have no relationship to travel time or qualified use of any other leave time that may be due or useable by the employee.

Section 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 (1/2) 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. Administrative Leave

The present policy regarding the granting of administrative leave for job basis nurses will be continued. This policy provides for the granting of four (4) personal administrative days (PAD) off with pay to job basis employees (not hour for hour) who have worked in excess of their normal work schedule. These four (4) PAD days are available October 1 of each fiscal year and must be used by September 30 of the same fiscal year.

Beginning March 1, 2012, the annual holiday administrative day will be suspended until September 30, 2014. Thereafter, the annual holiday administrative day will be automatically restored.

Section 10. Leaves for Union Business

- A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted to up to nine (9) bargaining unit nurses in order to accept full-time positions with the Union. The Union shall make written application for such leaves thirty (30) days in advance, and may not make application for more than one (1) employee from any one (1) unit during the same period. Employees granted such leaves shall continue to accrue bargaining unit seniority during the term of their leave. Employees returning before or at three (3) months shall return to their former unit and position. After three (3) but within twelve (12) months, employees shall return to a comparable position.
- B. Leaves of absence without pay for periods not to exceed one (1) week shall be granted to bargaining unit members to attend Union functions. The total number of person-weeks allowable under this paragraph shall not exceed ten (10) weeks per year. The Union shall make written application for such leaves sixty (60) days in advance. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position.
- C. Duly selected Union unit representatives and Officers shall be allowed leave with pay in order to attend Union training conferences. The total amount of leave with pay granted to employees under this paragraph shall not exceed fifty-five (55) working days in any calendar year. The Employer shall be given thirty (30) days notice of any such training conferences together with a list of those attending. Employees granted such leaves shall continue to accrue bargaining unit seniority and, upon return, shall assume their former unit and position. Leaves granted under this paragraph (C) shall be counted as time worked for the purpose of calculating overtime pay.
- D. 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 300 days per calendar year. Employees granted such leave shall continue to accrue bargaining unit

seniority and, upon return, shall return to their former unit and position, if available. If the former position is eliminated, the employee will be returned to a comparable position within the PHT. The Union will provide the Employer with thirty (30) days notice and will specify the length of release time.

- E. No more than one person from the same unit shall be released for more than thirty (30) days simultaneously, without mutual agreement.
- F. 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.

ARTICLE XIV - FULL-TIME WEEKEND SHIFTS

The Employer may offer employees full-time weekend positions with such employees working twelve and one-half (12 1/2) hour shifts every Friday, Saturday, and Sunday, or Saturday, Sunday, and Monday, at the rate appropriate for their shift position and experience. These employees will be paid for forty (40) hours and will accrue and receive all benefits, and rights as full-time employees. Employees who work the weekend schedule are expected to do so for at least six (6) continuous months and on at least twenty-four (24) weekends. It is understood and agreed that applications for all full-time weekend positions shall initially be limited to RNs currently employed, and newly-hired RNs should not be oriented into these positions as long as there are qualified nurses who have applied for them.

The parties have agreed on the following guidelines for the full-time weekend shift:

- A. If an RN wishes to work the Modified Weekend Plan, the employee's request should be made in writing to the unit Nurse Manager.
- B. Request to work the Modified Weekend Plan will be approved based on the date the request is received by the Nurse Manager with seniority prevailing where date of application is equal.
- C. The availability of weekend shifts will be determined based on staffing and retention needs. Nurse requests to implement the full time weekend shift will not be unreasonably denied. Available positions will be offered and filled based on unit seniority.
- D. Both day and night shifts will be available. The numbers of RN's permitted to work the plan will be determined by the Director of Patient Care Services based on staffing needs.
- E. The plan has been advertised to recruit RN's. The RN will start working the plan upon final approval by the Director of Patient Care Services. The Nurse Manager and RN will note the start date on the time sheet.

- F. Any RN, who is currently working three 12-hour shifts on the same weekend shifts specified in the plan, will automatically be placed on the weekend plan as a full-time employee.
- G. The RNs will not be required to sign a contract. The Collective Bargaining Agreement language defines the time frame in which the RN is expected to work the Modified Weekend Plan.
- H. Trades not involving overtime may be allowed with approval of the Nurse Manager and indicated appropriately on the time card.
- I. Overtime will start after 36 hours. (The work week of the weekend plan employee).
- J. Educational hours may be taken at the RN's discretion upon approval by the appropriate supervisor.
- K. Nurse Educators will make arrangements for unit in-services. Staff meetings may be held on the weekend as determined by the supervisor.
- L. Nurses working the Modified Weekend Plan will only receive the weekend shift differential for hours worked between 7:00 a.m. on Saturday and 7:00 a.m. on Monday.
- M. If both holidays (Christmas and New Year's) fall on a weekend, the employee will receive one holiday off, upon request, providing staffing permits. If the holiday falls on the employee's day off, the employee will have the choice of taking the day off or volunteering to work.
- N. Employees will be subject to all applicable contract provisions, policies, procedures, practices, administrative orders and personnel rules unless specifically excluded.
- O. For purposes of payment and use of all leave time, the actual weekend shifts will be 13.3 hours for each of the weekend days/nights and 13.3 for the 3rd weekday or night shift.

ARTICLE XV - EMPLOYMENT PRACTICES

Section 1. Probationary Periods

The first six (6) months of full-time continuous employment shall be the probationary period. After successful completion of the probationary period, the nurse shall be considered a permanent employee unless specifically advised by the Employer. The Employer retains the right to terminate probationary nurses without notice or pay in lieu of notice. Probationary nurses are not required to give notice of intention to terminate. Probationary nurses are, however, requested to give two (2) weeks notice. The probationary period may be

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

Section 2. Lounge Areas

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

Section 3. Work in Higher Classification

Any Clinical Staff Nurse temporarily assuming the duties of a higher position such as Charge Nurse or Associate Nurse Manager will receive a one dollar and twenty-five cents (\$1.25) increase per hour above his/her regular hourly rate for a minimum of four (4) or more continuous hours worked in the higher position. Any Clinical Staff Nurse temporarily assuming the duties of a Preceptor will receive a one dollar (\$1.00) increase per hour for a minimum of four (4) or more continuous hours worked in this position.

Any nurse, except an Associate Nurse Manager, temporarily promoted to the "Acting Nurse Manager" status will receive a two (2) step pay increase above his/her regular rate of pay for the entire period that he/she works in that status. The Associate Nurse Manager will be entitled to receive the two (2) step pay increase only when the assignment is for more than two (2) consecutive pay periods. If the assignment exceeds two pay periods, a PAM approved by the Division Director/Vice President must be submitted to Human Resources. The Acting Nurse Manager will be a job basis employee and will not be entitled to overtime pay. Any nurse temporarily promoted to an Acting Nurse Manager will not lose his/her shift differential.

Section 4. Classification Appeal

- A. Whenever an employee feels there is just cause to appeal a classification, the employee may apply for a review of the classification in writing to the immediate supervisor.
- B. Such a request, including a job description prepared by the employee shall be forwarded to their Chief Nursing Officer by the employee's supervisor.
- C. Within fifteen (15) working days of receipt of request, a meeting will be convened between the Chief Nursing Officer or designee and the Employee and the employee's representative.
- D. Within thirty (30) working days of such receipt for request of reclassification, the Senior Vice President/Chief Nursing Executive or designee shall render a decision.
- E. If the employee is not satisfied with the decision, the employee may

within ten (10) working days request a hearing by the director of Human Resources. At the hearing, the employee may be accompanied by a representative of the employee's choosing and may produce any documents and evidence to support the claim for reclassification. The director of Human Resources will explain the basis for the decision in the event the request is denied. The director of Human Resources shall hold such hearing within thirty (30) days of request.

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

Section 5. Employee's File

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

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

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

Section 6. Evaluation of Work Performance

- A. Each nurse will receive an evaluation of her work performance at the end of the first six (6) months of employment, and at least annually thereafter. Regular part-time and on-call pool nurses will receive a yearly performance evaluation.
- B. The evaluators are ones who make frequent observations of the nurse's performance and share responsibility for the nurse's professional growth and development.
- C. The evaluator, oriented to the purpose and method of evaluation, will be the immediate supervisor of the nurse being evaluated. For ARNPs, the evaluation will be in conjunction with both the Nursing Supervisor and the

Medical Director and the appropriate administrator. For nurses' whose immediate supervisor is not a Registered Nurse, a Director of Patient Care Services or designee will be assigned as the reviewer.

- D. The evaluator discusses the evaluation in conference with the nurse who has the right to make written comments on the form. A copy of the completed evaluation, signed and dated by both parties, is given to the nurse after it has been reviewed by the reviewer.
- E. If the evaluation is less than satisfactory, the employee shall be offered advice and counsel on how to improve performance and may be reevaluated within ninety (90) days.
- F. A permanent employee who receives a performance rating which is below standards may appeal the evaluation, in accordance with the grievance and arbitration procedure provided under Articles VII and VIII of the Agreement.
- G. When an employee is eligible for a step increase, it shall not be delayed beyond the employee's anniversary date if a supervisor does not complete the evaluation in a timely manner.
- H. If an employee's supervisor is a non-RN, the Chief Nursing Officer will designate a nurse to serve as the reviewer of the evaluation. The appointed reviewer shall discuss the evaluation with the nurse being evaluated before signing off.

Section 7. Promotions

- A. It is the policy of the Employer to encourage and give priority to promotions from within, thereby providing all employees with the opportunity to aspire to higher level positions within the PHT's operations.
- B. All promotions will involve a minimum increase of one (1) step except promotions to Associate Nurse Manager or Nurse Manager which will involve a minimum increase of two (2) steps.
- C. All promotions will involve a six (6) month trial period. Permanent status employees who are promoted and serving a trial period shall continue to retain their rights under this agreement.
- D. Permanent status employees who are promoted and fail to successfully complete their 6 six month trial period due to performance issues will be offered a vacant position in the previously held permanent status classification, if available, or may bump a probationary/trial employee in that classification.

Section 8. Longevity Bonus

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

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

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

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

The minimum amount of payment will be \$350.00.

Section 9. Educational Bonus

All full-time unit employees upon certifications and/or recertifications in their area of practice shall receive a one-time payment of \$250.00 upon receipt of the certification. All full-time unit employees with a Baccalaureate degree in nursing will receive a one-time payment of \$520.00 upon receipt of their degree providing the employee has not already received this bonus.

All full-time permanent employees as of June 3, 1997 who complete a Master's degree in a nursing program by September 30, 1999 will receive a \$1,040.00 bonus annually following receipt of the degree. All full-time employees with a Master's degree in nursing hired after June 3, 1997 and all full-time unit employees who earn their Master's degree in nursing after September 30, 1999 shall receive a one-time \$1,040.00 bonus upon receipt of their degree providing the employee has not already received this bonus.

These bonuses are not compounded in any one year. Eligible employees will receive only the higher bonus to which they are entitled.

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

Section 10. Reference Books and Periodicals

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

Section 11. Parking Facilities

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

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

Employees are encouraged to contact the Security Department for after-hours escort to and from parking facilities.

Section 12. New Equipment and Procedures

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

Section 13. Drug Discount

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

Section 14. Tuition/Conference Reimbursement

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

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

Section 15. Job Specification Language

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

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

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

Section 16. Rubella and Hepatitis-B Vaccine

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

Section 17. Injuries, Rehabilitation and Reorientation

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

Section 18. Child Care/Elderly Care

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

Section 19. Scope of Nursing Practice

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

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

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

- A. **Shift Transfers.** Recognizing that access to preferred shifts by nurses can make an important contribution to nurse morale and retention, the

parties agree that all available shifts shall first be posted in the unit for a period of 7 days and made available to nurses within the unit by unit seniority.

B. Posting of Vacancies. All unit available vacancies shall be posted in the unit and concurrently throughout all PHT facilities. If employees under paragraph A do not express interest in the vacancy within the first fourteen (14) days of posting, the vacancy shall continue to be posted on bulletin boards located throughout PHT facilities until a job offer is made by Recruitment Services. With written notice to the Union, the Employer may offer employment to an employee prior to the end of the fourteen (14) day posting period, provided that:

1. More than one (1) vacancy exists in the unit.
2. Priority for shift selection under A above is maintained.

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

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

D. There will be no less than two (2) 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, but for no more than sixty (60) days. However, for pay purposes, transfers will be effective at the beginning of the pay period following acceptance.

E. An employee returning to a previous permanent status classification within one (1) month will be transferred to the employee's previous position and department unless the position has been abolished or has been filled by another employee with permanent status in the classification for that position. In the event the former position is not available, the returning employee will be offered a vacant position in that classification or will replace a probationary/trial employee in that classification.

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

Section 2. Unit Mergers

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

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

**ARTICLE XVII -
ORIENTATION, CROSSTRAINING AND FLOATING**

Section 1. Orientation Types and Standards

- A. Orientation is the introductory instruction concerning how to practice in a new clinical situation. Orientation is provided by the employer across all stages and continuums of employment and clinical practice. A nurse shall not be expected to work in any area of practice to which the employee has not been oriented/cross-trained except in emergency circumstances.

Types of orientation include:

- 1. New employee orientation (for new hires at JHS) will include a generalized JHS, divisional, and unit specific orientation. Time frames may vary based on individual experience and the specialty area.
 - 2. Incumbent employee orientation is for JHS employees who transfer to a new unit and will include divisional (if applicable) and unit specific orientation based on experience.
 - 3. Cross training orientation is for those JHS employees who "float" to another unit on a temporary basis and in general is not to exceed twenty-four (24) hours.
- B. All three types of orientation include principles that assure the employee is prepared, competent and safe to practice according to the standards and skill competencies of the specific unit. All orientations for new employees or for employees who have never floated to specific units in the past will include:
 - 1. Clear goals and expectations;
 - 2. Mutually signed competency skill checklist, the signing of which will not be unreasonably withheld or hinder patient care. Patient

assignments congruent with attained competencies are not precluded by partially completed checklists;

3. Assigned preceptor/mentors;
4. Evaluation of the orientation process by the orientee.

Section 2. Cross-training

Standards for floating to a unit for a cross-trained employee to insure safety and comfort include:

- A. The employee is adequately trained according to the above stated orientation standards for JHS.
- B. When a Division/Unit institutes a cross-training program, it will develop a schedule to ensure that all necessary personnel are put through the program and will establish a rotational system for floating those employees who have been cross-trained. The Employer shall continue to have the authority to schedule an employee's cross-training consistent with the Division/Unit's staffing requirements. Volunteers will be cross-trained first and floating will happen fairly and rotationally.
- C. Assignments are congruent with the employee's skills and experience who ideally is assigned a less acute patient assignment.
- D. The employee is welcomed and introduced to staff.
- E. The assignment is clear and reviewed with an assigned resource nurse.
- F. There are frequent check-ins with the resource nurse to assess the float nurse's progress and comfort.
- G. Near the end of the shift the float nurse will complete an evaluation of the experience which will be shared with both units for the purpose of improving the process.

Section 3. Central Staffing Float Pool Nurses

Terms and Conditions

- Jackson Health System (JHS) will determine the number of FTE's and shifts that are needed in the Float Pool. JHS may hire full time, part time, and pool employees in the Float Pool.
- Applicants must have a minimum of one (1) year current experience and the requisite skills and ability to float to any unit(s) assigned.

Section 4. Pay Premium

A \$2.00 per hour premium will be paid when nurses are floated out of their home campus to another campus or a facility outside of their home campus. When necessary to float a float pool nurse away from their home campus, the nurse will be chosen from a pre-established volunteer list. If there are no volunteers, assignments will be done based upon inverse seniority. The premium will only be paid for hours worked away from the home campus (including time spent traveling away from the home campus if floated during the course of a shift). Further, nurses in the full-time float pool will receive \$2.00 per hour premium for all hours worked.

Jackson Health System reserves the right to adjust float pool pay premium as determined to be necessary to recruit, retain and remain competitive in the health care market. These rates will not be affected by any cost of living increase. The Two dollar (\$2.00) premium shall not be decreased during the term of this agreement.

Jackson Health System has the sole right to determine the use of the Float Pool at any facilities within Jackson Health System.

ARTICLE XVIII - REASSIGNMENT, LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

Definitions:

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

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

Section 1 Reassignment Procedure:

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

- A. Meeting dates will be scheduled with the Sr. Vice President, Chief Nursing Executive, the Director of Patient Care Services, Labor Relations and the Union to discuss the reassignment.
- B. Appropriate available positions on the affected list will be frozen.
- C. The Employer will notify the Union, in writing, of the affected unit(s), the affected nurses by name, hospital-wide seniority date by classification; the appropriate available positions in the affected classification and the

effective date of reassignment.

- D. The number of volunteers in the affected classification(s) accepted from each affected unit(s) will not exceed the number of FTEs being reassigned from that unit. Volunteers from the affected unit(s) will be accepted on hospital-wide seniority basis in the classification(s).
- E. The volunteer reassignment process will generally be completed within two (2) weeks of notification to the employee(s). Notification of involuntary reassignments will be completed within seventy two (72) hours of completion of the voluntary process.
- F. Hospital-wide seniority in the classification(s) will prevail in the selection of the appropriate available positions.
- G. The unit seniority of the affected nurses shall be maintained and merged into one unit seniority list. Any shift selections or vacation scheduling in accordance with the Collective Bargaining Agreement will be based upon the merged seniority.
- H. This procedure will not be used in the layoff procedure of the collective bargaining agreement.

Section 2. Layoff Procedure

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

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

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

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

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

seniority score.

- C. The Employer will make every effort to give sixty (60) days notice to the Union of any decision to layoff unit members. No less than twenty-one (21) days written notice will be given to bargaining unit members who were laid-off or demoted. A copy of such notice will be simultaneously sent to the Union.
- D. In connection with the parties' commitment to the Reeducation and Skills Enhancement Program, for purposes of layoffs the parties have agreed to use two (2) lists, which are identified in Section 4.
- E. In the event of a layoff the Employer shall identify the unit(s) where FTE's are being reduced. These procedures include all affected nurses in the classifications represented by this CBA. Layoffs will be done in inverse order of seniority by classification, within the affected list(s). Employees in the statuses of temporary relief and on-call pool, on the affected list(s), will be terminated prior to any full-time or regular part-time employee in the bargaining unit being impacted by lay-off.

When a nurse(s) is/are laid off on a list, the employee(s) will first bump within their specialty area on the list. Only the least senior employee will leave their specialty area and bump into another specialty area within the affected list.

When a Nurse Manager, Associate Nurse Manager, or unit-based Nurse Educator classification is eliminated within a unit the affected employee may voluntarily opt to demote to another classification to remain in their unit.

When FTE(s) are eliminated and layoff procedure is implemented within the classification of Clinical Care Coordinator, Patient Placement, Nurse Educators, Wound Care, Infection Control, or Case Management, where the nurse is not unit-based, the affected employees will bump into the specialty area where they last held permanent status in another classification. Other examples may be identified and, if mutually agreed by the parties in writing, may be given the same consideration regarding bumping.

- F. Full time and regular part time employees on one list are not eligible to displace employees on the other list, unless they have held permanent status in a full time or part time job classification on the other list. Regular part time is defined as a minimum of twenty hours per pay period. Employees will automatically bump into any classification on the affected list(s), in which they previously held permanent status.
- G. During the twenty-one (21) day notice period, nurses who have been bumped shall be given five (5) calendar days to select, by hospital-wide seniority, a reassignment to a vacant position, if it exists, on the affected list(s). The union will be responsible for facilitating this process.
- H. Full time and part-time employees on the affected list(s) can only bump

within the bargaining unit. It is understood that in a layoff, part-time employees may be required to move to full time status in order to exercise bumping rights. Reasonable efforts will be made to ensure that part-time employees may continue in part-time status. Full-time employees shall not be required to accept part-time positions.

- I. All time served in the higher classification will be credited as time served in lower classifications within the bargaining unit. Bargaining unit employees who previously held permanent status in classifications outside of this bargaining unit will be subject to the applicable layoff procedures of the classification to which they are displaced.
- J. For purposes of layoff only:
 - 1. Time served in these classifications in pool status will not be considered. Time served as a Nurse 1 or Nurse 2 will count as time toward a Clinical Staff Nurse.
 - 2. Time served as a Corrections Health Nurse I will count towards a Clinical Staff Nurse/Corrections Health Services classification. The time served as a Corrections Health Nurse II will count towards time in an equivalent Corrections Health Services classification, (e.g. Nurse Educator/Corrections Health Services). Time served as an Administrative Nurse I will count towards an equivalent nurse classification. Time served as a Nurse III will count towards Clinical Care Coordinator, Enterostomal Therapist, and Nurse Educator classifications. Time served as a Nurse IV will count towards Clinical Nurse Specialist, Clinical Research Coordinator, Clinical Service Coordinator, Enterostomal Therapist Coordinator, Quality Management Education Coordinator and Trauma Coordinator classifications. Time served as an Associate Nurse Manager will count towards Clinical Resource Nurse, Officer of the Day-Emergency Services, and Patient Placement Coordinator classifications.
 - 3. Those nurses enrolled in Critical Care Internships or other specialty programs internships will be considered to be members of the Division/Department sponsoring the program, rather than members of their previously assigned unit.
 - 4. No bargaining unit employee on the affected list(s) shall be laid-off in lieu of maintaining a full-time equivalent traveler, agency, per diem, or TR nurse on the affected list(s). Following a layoff, per diem, TR and agency RNs may be used during the necessary transition time specifically to cover for orientation and cross-training that may be required as a result of layoff.
- K. Employees who have been displaced will be given priority consideration for other opportunities in PHT training programs and on-call/pool vacancies.
- L. The County and PHT agree that County employees cannot bump bargaining unit employees working for the PHT nor can PHT Bargaining Unit employees bump County Bargaining Unit employees.

Section 3. Recall

- A. Employees will be recalled in inverse order of layoff. Employees that have been laid-off will have recall rights to vacancies in their previously held position for a period of two (2) years from the date of layoff.
- B. 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.
- C. The Union will be notified of all employees on recall lists and vacancies, as offered and accepted.

Section 4 Layoffs, Recall and Reemployment Rights Lists

A	B
<p>ADULT ICUs TICU, MICU, NSICU, SICU, CCU Jackson South Critical Care Service Jackson North Intensive Care Unit Nurse Float Pool - ICU</p> <p>MINI Units/PCUs/Stepdown Trauma 3A, WW 7, Central 6, WW 11, WW 15, PTSU, WW9</p> <p>PEDIATRIC ICUs PICU, NBICU Main NBICU JN</p> <p>L&D Main/JN/JS ET 4 Triage</p> <p>OR/L&D OR (Main/JS/JN) Trauma Operating Room ET 4 OB</p> <p>PATU/PARU/AMSU/JS/JN/JMER (Main, JN, JS) Trauma Resus Rape Treatment Center Jackson South Minor Care</p> <p>INTERVENTIONAL UNITS Radiology (JM/JS) GI Station Cardiac Cath Lab (JM/JS/JN) Endoscopy (JM/JS/JN) Jackson South Radiology Oncology</p>	<p>MEDICAL FLOORS SW 5, SW 6, SW 8 WW 5, WW 6, WW 11, WW 12, Bone Marrow Transplant Unit/Adult-Children Nurse Float Pool – Med Surg Jackson South 2 South Jackson South 2 Tower Jackson North Medical/Surgical Unit Jackson North Ortho/Neuro/Rehab Jackson North Telemetry</p> <p>SURGICAL FLOORS WW 7, WW 9, WW 10, WW 14, WW 15, Trauma 3 Jackson South 3 Tower</p> <p>PEDIATRIC ET5, ET 6, NBINT, Pedi Dialysis Trauma 4B Adolescent Jackson North Pediatrics PRU</p> <p>REHAB Trauma 4 Neuro, Rehab 2(Pedi and Annex)</p> <p>MENTAL HEALTH (Main and JS) Crisis Emergency Room Geri Med I/P Unit Behavioral Treatment I/P Unit Adult Intensive I/P Unit Health & Recovery I/P Unit Statewide Inpatient Psychiatric Program (S.I.P.P.) Child and Adolescent I/P Unit (C.A.A.P.) Highland 4 I/P Jackson South Behavioral Health</p> <p>NURSING HOMES Perdue Medical Center, LTCC</p> <p>WOMENS ET 3, ET 7, JN, JS Mother Baby, Jackson North Post Partum</p> <p>JAILS All Correctional Facilities (including Ward D)</p>

A	B
	<p>CLINICS</p> <ul style="list-style-type: none"> ACC East ACC West, Breast Center SFAN Jefferson Reaves PET center NDHC Downtown Clinic Rosie Lee Wesley Care A VAN JN Community Mental Health JMH Health Plan Employee Health Office Methadone Clinic Transplant Clinic Mental Health Outpatient Clinic Mental Health Day Treatment Program Jackson Pediatric Center Rehab/Ortho Clinic Jackson North Specialty & Diagnostic Center Taylor Breast Center South Dade Homeless Assistance Center Miami Hope Center Wound Care Center Outpatient Clinic Pediatric Cardiology Clinic

Based on mutual agreement and patient populations, exceptions may be made to these lists on a case-by-case basis, i.e., Pediatric ICU's and Pediatric employees may first bump within the Pediatric specialty areas and then the least senior employee will bump onto the correct list, A or B.

The units identified herein are based upon the current geographic configuration of the PHT. The parties agree that the placement of a unit on a list is based on the unit's function, not its name or location. The parties further agree that nothing herein shall prevent the Employer from relocating units within its facilities so long as the essential functions of the units remain the same. Units that are merely relocated or renamed will remain on the same list. In the event a new unit is created or two or more existing units are merged, the new or merged unit will be placed on the list that contains units with the most similar functions. For classifications and/or locations not listed here, the parties will meet to appropriately place these nurses on a case by case basis.

Section 5 ARNP Reassignment, Layoff, and Recall Procedures

Due to legal certification restrictions, the layoff, recall, and reemployment rights list in Section 4 does not apply for ARNPs.

ARNPs will be reassigned, laid off and/or recalled using the list below, based on the individual ARNP certification and experience.

- 1) Adult → Adult*
- 2) Acute → Acute care areas (must have specialty certification as of 2007)
- 3) Family → Family/Adult/Pediatrics
- 4) Neonatal → Neonatal (Specialty area based on certification)
- 5) Pediatrics → Pediatrics/Family**
- 6) Psych → Psych (Specialty area based on certification)

* Adult can bump family for an adult position that does not include pediatrics

** Pediatric can bump family for a pediatric position

A joint Labor/Management advisory group shall be consulted in the event of any case where there is a dispute involving the placement of a bargaining unit employee in the bumping process or for those who are not board certified.

Section 6. Furloughs

- A. Effective March 1, 2012, the Employer agrees not to implement any furloughs of bargaining unit employees through the end of fiscal year 2013. Thereafter, in the event it is financially necessary, system-wide furloughs may be implemented only upon approval of the governing body of the PHT (the Financial Recovery Board or, if the Financial Recovery Board no longer exists, the members of the Public Health Trust) after notice and public hearing.
- B. 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.
- C. These furlough provisions shall be considered the status quo upon expiration of this Collective Bargaining Agreement unless the Union gives notice to the Employer sixty (60) days prior to expiration of its desire to revert back to the status quo regarding furloughs in existence during the term of the predecessor agreement.

ARTICLE XIX - 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.

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 XX - REEDUCATION AND SKILLS ENHANCEMENT PROGRAM

In the interest of minimizing the need for layoffs of bargaining unit members and to prepare RN's to follow the workflow needs of the hospital, the parties agree to institute, monitor and support the Reeducation and Skills Enhancement Programs identified below and to devote time in the Quality Nursing and Career Development (QNCD) Committee to explore outside funding sources for these programs.

A. General Description of Programs:

1. Every reasonable effort shall be made to provide ongoing educational programs in Critical Care, Perioperative/OR and other specialty areas for bargaining unit members to meet staffing needs of the hospital.
2. If the PHT determines that a floatpool is necessary to meet the fluctuating census needs of the various units, it may create a full time Medical/Surgical RN floatpool and/or a Critical Care floatpool. Vacancies in floatpools will be offered first to volunteers on the basis of seniority. If sufficient volunteers are not available, the Employer may fill the remaining vacancies using regular hiring practices.
3. The hospital agrees to establish a learning center to facilitate the goals and success of the educational program.

B. Selection and Training Criteria:

1. Applicants for the programs must meet the selection criteria and basic skills established by the Employer. The Quality Nursing and Career Development Committee will discuss the selection criteria and may make recommendations to the Senior Vice President of Patient Care Services, who shall continue to have the authority to determine the selection criteria and basic skills necessary for the program. Applicants meeting the selection criteria and basic skills will be placed on a list for selection in order of hospital-wide seniority. Any qualified persons remaining on the list after a class is filled shall be ranked in order of their seniority and will be selected ahead of all other applicants to fill up to thirty percent (30%) of the openings in the next available class.
2. No RN shall be denied admittance to a program because of short

staffing in his/her unit or division.

3. Program preceptors shall be selected for their clinical, educational and interpersonal communication skills. Preceptor courses will be continued and made available to interested nurses. Reasonable efforts will be made to adjust the preceptor's assignment while serving as a preceptor.
4. If a bargaining unit member with permanent status fails to successfully complete the program, he/she will return to his/her previous position and unit, if available, or other comparable position within the division.
5. The probationary period in a new position shall begin at the conclusion of the reeducation and unit orientation program.
6. All employees who successfully complete the Critical Care internship shall identify their ICU areas of interest and shall be interviewed for those available positions. They shall be selected in areas of need through the standard interview and selection process. As long as ICU area vacancies exist, each bargaining unit member shall be placed in such setting.

ARTICLE XXI - GROUP INSURANCE

- A. The County's and PHT's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.
- B. The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the qualified Health Maintenance Organization.
- C. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the Internal Revenue Code.
 1. The PHT will provide a \$10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the HMO plans. Notwithstanding the foregoing sentence, effective March 1, 2012, this flex dollar contribution shall be suspended until September 30, 2014. Thereafter, the \$10.00 bi-weekly employer contribution shall be automatically restored.
 2. The County/PHT will continue to provide an annual \$1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for County/PHT employees eligible for group health insurance or the Flexible Benefits Plan. Notwithstanding the foregoing sentence, effective March 1, 2012, this flex dollar contribution shall be suspended until

September 30, 2014. Thereafter, the \$1000 employer contribution shall be automatically restored.

3. All employees enrolled in the County/PHT's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.
4. All employees in the bargaining unit shall be required to contribute five percent (5%) of base wages toward the cost of coverage for group health insurance. The deduction shall be in pre-tax dollars to the extent allowable by law. Base wages is understood to mean base wages actually earned by the employee, and no contributions will be made by an employee for time not in pay status.

Effective January 1, 2014, the monies comprising the health care contribution shall be reinstated to the employees' pay, provided however, that the Employer shall have the right to reopen this provision of the Collective Bargaining Agreement, in advance, for the purposes of negotiating whether these reductions will be continued. In the event that the Employer chooses to reopen this provision and the parties are unable to reach an agreement, the dispute shall be submitted to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

5. With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement to negotiate the redesign of the County's health plans for plan year 2013. Union participation shall be obtained to negotiate health plan provisions and benefits prior to establishing premium contributions.

D. PUBLIC PROTECTION PLAN

The Public Health Trust recognizes that the contributions set forth in Paragraph C.4., above, constitute a sacrifice by the employees represented by the SEIU Local 1991 and their families to ensure the continued operation, improvement, and viability of the Jackson Health Systems for the welfare and benefit of the public. Accordingly, the parties enter into the following Public Protection Plan:

1. The Public Health Trust will open a primary care clinic at the JHS Main Campus by no later than December 31, 2012. If the clinic is not opened by the indicated date the employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener on the Article regarding a potential contribution decrease.
2. The Public Health Trust will work on ways to reduce Emergency Room wait times.
3. If the Ryder Trauma Center closes during the term of this Agreement, employee contributions to the cost of coverage for group health

- insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
4. If the Burn Center closes during the term of this Agreement, employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
 5. If the ER Department closes during the term of this Agreement, employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
 6. If the spinal cord, transplant, children or women, or obstetrics specialty services are discontinued during the term of this Agreement, employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential contribution decrease.
 7. If during the term of this Agreement, Jackson Health System receives a CMS payment (to be determined) then employee contributions to the cost of coverage for group health insurance as provided in Paragraph C.4., above, shall be the subject of a reopener regarding a potential employee contribution decrease.

ARTICLE XXII – NURSING REPRESENTATION ON COMMITTEES

- A. The parties are jointly committed to the principle of nurse participation in all standing and special committees which discuss and recommend action which affects delivery of nursing care or the conditions under which nurses work.
- B. To this end, bargaining unit nurses will be included as full members of all such committees. The number of bargaining unit nurses 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 nurses 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) nurse 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 nurses 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
 - b. Joint Health and Safety Committee
 - c. Quality Nursing and Career Development Committee
 - d. ARNP Committee
2. Other Hospital/Medical Staff Committees
- a. Affirmative Action Committee
 - b. Employee Assistance Program Committee
 - c. Bio-Ethics Committee
 - d. Health & Safety Committee
 - e. ICU Committee/Critical Care Committee
 - f. Infection Control Committee
 - g. Health Information Management Committee
 - h. Nursing Policy and Procedure Committee
 - i. Pharmacy & Therapeutics Committee
 - j. Product Review & Analysis Committee

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

ARTICLE XXIII - SAFETY AND HEALTH

Section 1. General Recognition

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

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

Section 2. Joint Health and Safety Committee

A. Purpose

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

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

The Employer shall provide the Committee on a quarterly basis with data

containing the vital information on all work related injuries and illnesses, including but not limited to injury-on-duty quarterly, reports which will include needlestick and sharps injuries.

B. Establishment

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

C. Make-up of the Committee

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

D. Meetings and Agenda

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

Section 3. New Practices and Procedures

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

Section 4. Protection from Respiratory Hazards and Infectious Diseases

A. Infectious Diseases

The Employer shall provide the strongest feasible protection to employees

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

B. Asbestos

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

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

Section 5. On the Job Assault

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

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

Section 6. Security

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

Section 7. Safe Patient Handling and Minimal Lift Team

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

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

ARTICLE XXIV - QUALITY NURSING AND CAREER DEVELOPMENT COMMITTEE

Section 1. Establishment

To further their common goal - the delivery of quality healthcare to patients by nursing staff who are personally and professionally challenged, the Quality Nursing and Career Development (QNCD) Committee will be formed and will have nurse representation from throughout the bargaining unit.

Section 2. Purpose

The purpose of the QNCD Committee is to establish a mechanism for constructive discussion of matters related to the quality of patient care and professional nursing practice and to ensure ongoing professional nurse development. Types of issues that should be brought to this committee include but are not limited to changes in staffing levels, alternate work schedules, job descriptions, non-nursing duties, educational and recognition programs, mentorship activities and recruitment and retention activities. Except as provided herein, the committee shall not be limited in the matters it may discuss pertaining to patient care or nursing practice.

Section 3. Matters Eliminated from Discussion

The following shall not be discussed by the QNCD Committee without mutual consent, unless they are raised in the context of defining a more general problem within the brief of the QNCD 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 QNCD Committee will not be used for continuing negotiations.

Section 4. Make-up of the Committee

The Committee shall be composed of no more than one representative per one-hundred (100) bargaining unit RNs selected by the Union, however, no more than one (1) per patient care unit.

The Senior Vice President of Patient Care Services may designate up to eight (8) management representatives to the QNCD Committee. The parties agree to each designate a committee representative to serve as co-chairs.

Section 5. Meetings and Agenda

The Committee will meet at least monthly. Committee members will be granted necessary paid time off for meetings, as provided under Article VI of this Agreement. Each party will submit its agenda of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. When an agenda item submitted by a Committee representative indicates the involvement of a Hospital Center or area of the Hospital not represented on the Committee, the Employer agrees that a representative of said Hospital Center or area will attend the QNCD Committee meeting.

The parties agree that the Agenda will include, but is not limited to patient satisfaction, hospital acquired skin breakdown and hospital acquired infection rates.

Section 6. Recommendations

The Committee shall make reasonable and good faith efforts to develop broad consensus on the issues before it and to make recommendations as expeditiously as possible. Majority recommendations shall be forwarded in written form to the Senior Vice President of Patient Care Services.

ARTICLE XXV - MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

- A. It is understood and agreed that the Employer possesses the sole right, duty and responsibility for operation of Employer facilities, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement.
- B. These rights include, but are not limited to the following:
 - 1. Determine the missions and objectives of the Employer;
 - 2. Determine the methods, means and number of personnel needed to carry out Employer responsibilities;
 - 3. Take such actions as may be necessary to carry out services during emergencies declared by the Employer;
 - 4. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve employees from duty or reduce their hours of work. In addition, relieve employees from duty or reduce their hours of work for lack of work or funds or other legitimate reasons;
 - 5. Discipline or discharge employees for just cause in accordance with applicable 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 XXVI - 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 Employer 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 XXVII - **PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS**

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

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

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

ARTICLE XXVIII - ASSIGNABILITY OF CONTRACT

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

- A. In the event of a sale, merger, assignment, or other transfer of operations of the Hospital, prior to the sale, merger, assignment or transfer the Hospital shall:
1. Inform the prospective purchaser, merger party, assignee, transferee or other relevant acquiring or surviving entity ("New Employer") of the existence of 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, 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 XXIX - MISCELLANEOUS

Should any part of this Agreement or any portion herein contained be rendered illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining

portion thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this agreement shall remain in full force and effect.

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

ARTICLE XXX - STRIKES AND LOCKOUTS

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

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

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

ARTICLE XXXI - TERM OF AGREEMENT

- A. The collective bargaining agreement between the PHT, Miami Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 2011 and continue to September 30, 2014.
- B. Either party may require by written notice to the other no later than June 30, 2014 negotiations concerning modification, amendments, and renewal of this Agreement to be effective October 1, 2014.
- C. In the event that during the term of this Agreement another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is

greater than the across the board wage increases provided for under Article XI, the Union shall have the right to request the reopening of negotiations with respect to Article XI only.

ARTICLE XXXII - NURSE STAFFING RATIOS

Jackson Health System (JHS) agrees to the establishment and maintenance of a policy relating to the care delivery model which will be implemented throughout JHS in appropriate areas. JHS agrees to receive input from the SEIU union in the establishment and maintenance of this policy.

Pursuant to that model, the employer, with input and assistance from the Union, will create a Nurse Staffing Ratio policy within the model, within 90-120 days of ratification of this agreement. The Nurse Staffing Ratio policy will establish Nurse Staffing Ratios for the employer's hospitals and facilities.

ARTICLE XXXIII – PENSION BENEFITS

- A. Effective March 1, 2012, the pension benefits of the Public Health Trust Retirement Plan shall be amended to reflect the following changes to the pension benefits of the Florida Retirement System (FRS) which became effective July 1, 2011: cost-of-living adjustments; changes to the definition of retirement age for new hires, other than the increase of the minimum years of service requirement; and changes to the calculation of average final compensation for new hires. Similarly, effective upon ratification of this Agreement, employee contribution levels shall also be amended to reflect the FRS employee contribution levels in effect as of July 1, 2011 (3% of pensionable earnings on a pre-tax basis, other than per diem pool).
- B. The Summary Plan Description for the PHT Retirement Plan shall be amended to conform to this Agreement, and a copy shall be provided to the Union upon its completion.

ARTICLE XXXIV - EMPOWERMENT PROGRAMS

- A. The Union and the Employer recognize that it is in the interest of all parties and the public to ensure the stability, efficiency, and improvement of the Jackson Health System. To that end, upon ratification of this Agreement, the Employer shall provide one million dollars annually to SEIU to work on ways to achieve these goals, or alternatively and in lieu of the aforementioned and upon mutual agreement, the Employer shall provide no less than 8 FTE paid released employees (total and not "per bargaining unit") selected by the SEIU to work on ways to achieve these goals (or upon mutual agreement, a combination of less than 8 FTE paid

released employees and monetary payment to the maximum combined value of one million dollars).

Any expert or consultant hired by the Union shall have access to any projects/efforts by the Employer to ensure the stability, efficiency, and improvement of the Jackson Health System, including any planning, idea generation, analysis, decision making, meetings, documentation and implementation of projects, including with regard to the AOA, and shall work in conjunction with JHS in this regard. The Employer shall make every reasonable effort to provide all SEIU requests for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billing, audits and other records within 72 business hours of the request. The document shall be provided at no charge. Such experts or consultants shall be provided access to the employer facilities and shall be provided suitable working space at the facility.

B. Efficiencies

1. The Union agrees to provide additional concessions in the annualized amount of \$15 million (total and not "per bargaining unit") in a manner more specifically described herein. The Union agrees to propose operational efficiencies, defined as reductions in costs and/or generation of new revenue (including 50% of the amounts received through the SEIU/Sellers-Dorsey Initiative), with the goal of reaching an annualized savings in the amount of \$15 million dollars for each year of this Agreement.
2. Effective March 1, 2012, PL accrual shall be reduced by 1.54 hours per pay period (as reflected in the chart, below), subject to the other paragraphs of this Article.

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

- a. During the first five (5) years of employment, 0.09225 hours shall be earned for each hour in pay status per pay period up to a maximum of 7.38 hours (80 hours or more in pay status). This approximates 24 days per year. However, a full-time employee shall not be eligible to receive payment for personal leave days until after the first six (6) months of employment, except as outlined in Section 2.
- b. In order to recognize longevity of service, employees with more than five (5) years of continuous service shall earn personal leave hours as follows:

<u>Year of Employment</u>	<u>Per Hr. In Pay Status</u>	<u>Max. Hours Earned Per Pay Period</u>	<u>Equivalent Day* Earned Per Year</u>
6th	.09615	7.692	25
7th	.09995	7.996	26
8th	.10385	8.308	27
9th	.10765	8.612	28
10th-15th	.11155	8.924	29

16th	.11535	9.228	30
17th	.11925	9.540	31
18th	.12305	9.844	32
19th	.12695	10.156	33
20th on	.13075	10.460	34

*Calculations are based on 8-hour shifts.

3. In the event that on or before September 29, 2012 the Union does not meet its goal of providing operational efficiencies consistent with the process described in paragraph 6, below, in an annualized value of \$15 million, then SEIU agrees to fill the shortfall through the implementation of a combination of the following concessions: the further reduction or adjustment of PL accrual described in paragraph B.2., above; modifications to the PTO program; and/or modifications to the Extended Illness Program. The shortfall may also be made up with other concessions as proposed by the Union and approved by management. The same procedure shall be utilized for fiscal years 2013 and 2014.

4. In the event that on or before September 29, 2012 the Union meets its goal of providing operational efficiencies consistent with the process described in paragraph 6, below, in an annualized value of \$15 million, then the parties agree that \$8 million of the \$15 million may be utilized (at the Union's election) to offset and restore retroactively the PL accrual described in paragraph B.2 above within four (4) pay periods of meeting the goal. In the event that on or before September 29, 2012 the Union exceeds its goal of providing operational efficiencies consistent with the process described in paragraph 6, below, in an annualized value in excess of \$15 million, then the parties agree that 50% of the overage shall be utilized to reduce employee contribution toward group health insurance, prospectively. The same procedure shall be utilized in fiscal years 2013 and 2014.

5. The parties recognize that these operational efficiency proposals can only be developed with the highest degree of cooperation between Jackson and Union leadership. Jackson agrees to provide appropriate support, access, and authority to the Union and its advisors and must provide a collaborative and efficient environment to evaluate and quantify operational efficiency proposals. The Employer commits that there will be no intentional delays or unreasonable denials or delays related to the vetting or approval of recommendations presented by the Union. The parties agree that any operational efficiencies originating from the Union that are vetted and approved by the Executive Steering Committee and validated by the PMO consistent with the process described in paragraph 6, below, will not be unreasonably denied approval or recognition by the Employer.

6. The Union and its advisors will present SEIU operational efficiency recommendations to an Executive Steering Committee as established by the Employer. This Committee shall consist of three voting members (the Chief Financial Officer, the Chief Medical Officer, and

the Chief Operating Officer) and two non-voting members from the Union. This committee shall meet each month for the purpose of reviewing operational efficiency recommendations proposed by SEIU. Upon vetting and approval by management, which shall not be unreasonably withheld, the annualized value of the recommendations, as validated by the PMO, shall be counted as operational efficiencies as defined above. In addition, the SEIU recommendations already approved and quantified through the Joint Efficiency Task Force shall not be excluded as operational efficiencies in the event that they are approved in accordance with the process outlined herein, and only to the extent that they have not already been fully implemented as of ratification of this Agreement.

7. SEIU recommendations already approved and quantified through the Joint Efficiency Task Force shall be subject to gain sharing in accordance with the language of the March 18, 2010, Agreement, to the extent that they have been implemented as of ratification of this Agreement. The parties agree that any such gain sharing shall not count against or contribute towards the Union's \$15 million target for operational efficiencies as described in this Article.

APPENDIX A – NURSE CLASSIFICATIONS

Administrative Nurse 1
Advanced Registered Practitioner Nurse (ARNP)
ARNP Clinical Educator – Inpatient
Associate Nurse Manager
Certified Nurse Midwife
Certified Registered Nurse Anesthetist (CRNA)
Clinical Care Coordinator
Clinical Nurse Specialist
Clinical Research Coordinator
Clinical Resource Nurse
Clinical Service Coordinator
Clinical Staff Nurse
Clinical Staff Nurse/Corrections Health Services
Clinical Staff Nurse - Float Pool
Enterostomal Therapist
JHS Scholars Faculty
Medical Clinic Care Coordinator
Nurse Educator
Nurse Educator – Inpatient
Nurse Manager
Officer of the Day - Emergency Services
Patient Flow Coordinator - Emergency Services
Patient Placement Coordinator
Quality Management Education Coordinator
RN First Assistant
Trauma Coordinator
Trauma Program Manager

APPENDIX B

Units Identified as Excluded from In-patient Unit Differential

Breast Center/Diagnostic Treatment Center
Radiology
Cardiac Cath Lab
Pedi Dialysis
ACC East Wing/West Wing
JMH Healthplan
Transplant Clinic
Education Department at JMH Towers
Health Office
WW12 Same day Chemo
Park Plaza West Women's Center
Poison Information Center
GI Station
Clinical Resource Management
Ward D
Pediatric Special Procedures Room

APPENDIX C

APPENDIX C

SALARY RANGES FOR NURSES

Effective March 1, 2012

STEP	Clinical Staff Nurse/CHS	Nurse Educator	Nurse Educator/CHS	Associate Nurse Manager	Patient Placement Coord	Nurse Manager	ARNP	Nurse Midwife	CRNA	ADM NS 1
	1137	1139	1140	1161	1477	1162	1167	1166	1158	1929
1	25,540	28,071	30,438	32,3014	30,4338	41,8581	39,7117	39,7117	66,7828	26,8846
2	26,7542	29,4222	32,0164	33,8486	32,0164	43,8342	41,6138	41,6138	69,9818	28,1200
3	27,9504	30,8315	33,4772	35,4700	33,4772	45,9045	43,6071	43,6071	73,3341	29,4893
4	29,2043	32,3082	35,1815	37,1687	35,1815	48,0744	45,6961	45,6961	76,8463	30,9905
5	30,5191	33,8556	36,8858	38,9493	36,8858	50,3479	47,8846	47,8846	80,5275	32,4035
6	31,8946	35,4774	38,6509	40,8149	38,6509	52,7305	50,1784	50,4827	84,3846	33,9934
7	33,1728	37,1769	40,8056	42,7702	40,8056	55,2269	52,5815	52,8858	88,4286	35,6124
8	34,7434	38,9576	42,5465	44,8185	42,5465	57,8428	55,1002	55,4046	92,6621	37,3368
9	36,5327	40,8237	44,3480	44,3480	44,3480		57,7391		97,1007	
10	38,2613	42,7790	46,2350	46,2350	46,2350				101,7518	
11	40,9287	44,8281	48,1950	48,1950	48,1950					
12	43,7745	46,9755	50,2523	50,2523	50,2523					
13	45,8705	49,2257	52,3826	52,3826	52,3826					
14	48,0679	51,5835								
15	50,3703	54,0543								

SALARY RANGES FOR NURSES

Effective March 1, 2012

<u>STEP</u>	<u>Clin Care Coordinator</u> 1133	<u>Officer of the Day, ES</u> 1152	<u>Clin Resource Nurse</u> 1171	<u>Enterostomal Therapist</u> 1170	<u>Clin Nurse Specialist</u> 1134	<u>Clin Research Coordinator</u> 1135	<u>Clin Service Coordinator</u> 1136	<u>QMEC</u> 1157	<u>Trauma Coordinator</u> 1932
1	32.8104	30.4338	30.4338	31.3112	35.4357	35.4357	35.4357	37.1331	35.4357
2	34.3824	32.0164	32.0164	32.8104	37.1331	37.1331	37.1331	38.9118	37.1331
3	36.0294	33.4772	33.4772	34.3824	38.9118	38.9118	38.9118	40.7758	38.9118
4	37.7552	35.1815	35.1815	35.0294	40.7758	40.7758	40.7758	42.7287	40.7758
5	39.5636	36.8858	36.8858	37.7552	42.7287	42.7287	42.7287	44.7756	42.7287
6	41.4587	38.6509	38.6509	39.5636	44.7756	44.7756	44.7756	46.9203	44.7756
7	43.4443	40.8056	40.8056	41.4587	46.9203	46.9203	46.9203	49.1675	46.9203
8	45.5251	42.5465	42.5465	43.4443	49.1675	49.1675	49.1675	51.5225	49.1675
9	47.7053	44.3480	44.3480	45.5251	51.5225	51.5225	51.5225	53.9904	51.5225
10		46.2350	46.2350						
11		48.1950	48.1950						
12		50.2523	50.2523						
13		52.3826	52.3826						

SALARY RANGES FOR NURSES

Effective March 1, 2012

STEP	ARNP Clinical Educator 1907	Clinical Staff Nurse/Float Pool 1178	JHS Scholars Faculty 1181	Medical Clinical Care Coordinator 1938	Patient Flow Coord. ES 1941	RN First Assistant 1177	RN Lactation Specialist 1195	Trauma Program Mgr. 1176	Unit Practice Council Coord. 1292
1	40,9672	25,5400	30,4338	33,1728	30,4338	32,8104	31,3112	42,8436	32,3013
2	42,9294	26,7452	32,0164	34,7434	32,0164	34,3824	32,8104	44,8959	33,8484
3	44,9858	27,9504	33,4772	36,5327	33,4772	36,0294	34,3824	47,0465	35,4699
4	47,1405	29,2043	35,1815	38,2613	35,1815	37,7552	36,0294	49,2999	37,1687
5	49,3984	30,5191	36,8858	40,9286	36,8858	39,5636	37,7552	51,6615	38,9493
6	51,7646	31,8946	38,6509	43,7745	38,6509	41,4587	39,5636	54,1360	40,8149
7	54,2439	33,1728	40,8056	45,8704	40,8056	43,4443	41,4587	56,7292	42,7702
8	56,8421	34,7434	42,5465	48,0679	42,5465	45,5251	43,4443	59,4465	44,8185
9		36,5327	44,3480	50,3406	44,3480	47,7053	45,5251	62,2939	47,1506
10		38,2613	46,2350		46,2350	49,9905			49,2682
11		40,9287	48,1950		48,1950	52,3737			51,4856
12		43,7745	50,2523		50,2523	54,8942			
13		45,8705	52,3826		52,3826				
14		48,0679							
15		50,3703							

SIDE LETTER – 1

CERTIFIED REGISTERED NURSING ANESTHETISTS (AS PER Side Letter Agreements attached)

CRNA Agreement

AGREEMENT

This Agreement is entered into by and between the Public Health Trust/Jackson Memorial Hospital (hereafter "PHT") and the Service Employees International Union, Local 1991, (hereafter SEIU - Local 1991) and on this 19TH day of July, 2006.

PURSUANT to the Side Letter Agreement that the PHT would meet with SEIU, Local 1991 and Certified Registered Nurse Anesthetists (CRNA) to address issues of specific concern to CRNA's including but not limited to, recruitment, retention, salaries, flexible schedules, Broward Liver-Call, educational reimbursement, account based retirement plans and other related matters, and

WHEREAS, the parties mutually agree to the terms outlined below, which are in addition to those benefits already specified by the 2005-2008 collective bargaining agreement.

IT IS THEREFORE agreed that effective and retroactive to July 2, 2006, the first pay period following final ratification of the 2005-2008 collective bargaining agreement for the registered nurses:

1. The PHT agrees to delete Step 1 of the current CRNA salary range and add a new Step 8. The remaining steps will be renumbered consecutively 1 through 8. CRNA's will be placed in the new salary range at their current rate of pay and will maintain their current anniversary date. If the CRNA's current rate of pay falls below the minimum of the new Step 1 of the range, the CRNA will be placed at the new Step 1.
2. The PHT further agrees to add a Step 9 and a Step 10 to the new 8 step salary range. Advancement to each step of the salary range will be made upon completion of 12 months worked and provided the employee has received a met standards performance evaluation. Part time CRNAs will advance after 2080 hours worked as part time CRNAs.
3. The PHT agrees to move each CRNA who is currently at Step 4 or Step 5 up one step without interruption on their anniversary date.
4. The PHT agrees to pay overtime pay (time and one-half the normal rate of pay) for hours worked beyond the CRNA's scheduled shift and when called back to work for On-Call JMH Liver Call.
5. The PHT agrees to pay double the CRNA's hourly rate of pay for hours worked on the Broward Liver Call after October 1, 2006. The calculation of overtime shall commence either from the

time the CRNA leaves his/her work assignment at PHT for Broward or, if traveling from a location other than the PHT, at the time they arrive at Broward. Mileage shall be paid at the current County mileage rate.

6. (a) The PHT agrees to provide flexible work schedules of 8-hours, 10-hours, 12-hours and 13 hours shifts and the current number of 14-hours shifts will be maintained. The 16-hour shifts shall be maintained as long as there is an incumbent in the position. Once the 16-hour shift is vacated by the incumbent, it will be eliminated.
(b) The option of moving to vacant schedules will be done by seniority.
(c) Temporary schedule switches shall be done by mutual agreement between the employees and the supervisor.
7. The PHT agrees that CRNA's who have a regular schedule of a 4-day work-week shall not be scheduled on-call the day before their scheduled day off.
8. The PHT agrees to maintain the current practice of equitable on-call rotation.
9. The PHT agrees to pay full-time benefits for 36-hours (3 x 12-hr shifts) per week schedule. In addition, employees in this category shall be paid their step increase on their anniversary every 12 months pursuant to Article XI, Section 3, A. Overtime will be paid in accordance with Article X, Hours of Work and Overtime, Section 2, Overtime of the collective bargaining agreement.
10. (a) The PHT agrees to grant Administrative Leave (AD) to the CRNA who has either been called in to work or who has been requested to work beyond his/her scheduled shift and is scheduled to return to work with less than eleven and a half (11 1/2) hours rest break between the ending of the most recent shift and the start of the next regularly scheduled shift. The PHT shall grant AD time to CRNA's in this circumstance for their successive scheduled shift up to a maximum of 11.5 hours.
(b) The PHT will provide a maximum of eleven and a half (11 1/2) hours rest break prior to returning to work. The CRNA will have the option of: (1) Working the balance of the scheduled shift; (2) Supplementing the AD Leave with Personal Leave (PL) for the remainder of the scheduled shift; or, (3) Taking the remainder of the scheduled shift as unpaid leave.

(c) Exception: Scheduled overtime shifts are excluded from the Administrative Leave entitlement period.

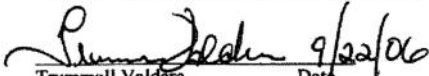
11. The PHT agrees to reimburse full-time CRNA's up to five hundred (\$500.00) dollars per calendar year for CME credits and related travel, lodging and professional dues. Appropriate receipts and invoices must support the request for reimbursement and must be submitted before the end of the calendar year. All reimbursements require supervisory approval.
12. The PHT agrees to give full-time CRNA's an additional two (2) days of Educational Leave per contract year, up to a maximum of seventy-two (72) hours depending on the hours of the shifts worked.
13. The PHT will establish a Loan Forgiveness Program of up to \$10,000 per calendar year, with a maximum of \$30, 000 over a three-year period, to full-time CRNA's with less than 36-months of service since licensure as a CRNA. The parties agree that the CRNA must sign a commitment for 12 months employment service for each year the employee receives a Forgiveness Loan (maximum of 36 months employment service as a CRNA). Failure to complete the defined employment service will result in repayment of the loan upon the CRNA's employment separation.
14. The PHT will establish a CRNA scholarship program for three (3) nurse anesthesia students per calendar year. A Selection Committee will be created to develop the Scholarship Program criteria. SEIU, Local 1991, may appoint one representative to the Selection Committee. The SEIU representative will have no veto power. Students will be required to sign a contract with a minimum of five (5) years employment service or will be required to repay the pro-rata amount of the scholarship upon earlier separation.
15. The PHT will establish a Committee to discuss issues of concern to the CRNA's exclusive of mandatory subjects of bargaining.
16. The PHT agrees that the CRNA's may do self-scheduling using parameters provided by management and providing the self-scheduling meets staffing needs while decreasing use of overtime, agency and Travelers expenses.

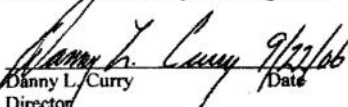
17. The PHT agrees to conduct periodic salary surveys, which will be shared with SEIU, Local 1991.
18. The PHT will create focus groups composed of internal and external CRNA's to discuss issues of concern to the CRNA's for recruitment/retention purposes, excluding mandatory subjects of bargaining.

The parties agree this constitutes the full and complete Agreement. This Agreement sets no precedent between the parties.

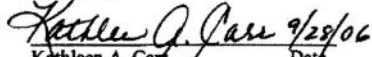
DATED THIS 25th day of July, 2006.

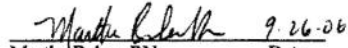
Public Health Trust/Jackson Memorial Hospital

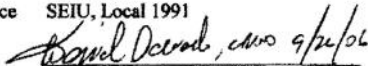

 Trummell Valdera Date 9/22/06
 Senior Vice President/CHRO
 Human Resources Capital Management

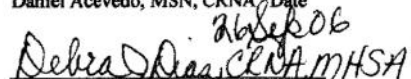

 Danny L. Curry Date 9/22/06
 Director
 Employee/Labor Relations & Workforce Compliance

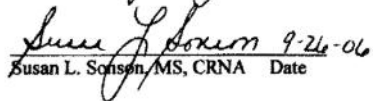
Service Employees International Union,
 Local 1991


 Kathleen A. Carr Date 9/28/06
 Labor Consultant
 SEIU, Local 1991


 Martha Baker, RN Date 9-26-06
 President
 SEIU, Local 1991


 Daniel Acevedo, MSN, CRNA Date 9/21/06


 Debra J. Diaz, CRNA, MHA Date 9/26/06


 Susan L. Sonson, MS, CRNA Date 9-26-06

CRNA Side Letter Agreement (Supplement)



1611 N.W. 12th Avenue
Miami, Florida 31336-1094

MEMORANDUM

To: Kathy Cibuia
Assistant Director, Anesthesia Services

From: Danny L. Curry
Director
Employee/Labor Relations & Workforce Compliance

Date: March 6, 2007

Re: **CRNA Side Letter Agreement**

The following lists the response to your questions regarding the implementation of the CRNA Side Letter Agreement.

1) Item # 11 - re: the \$500.00 CME credit reimbursement for related travel, lodging and professional dues per calendar year.

Labor Relations will work with MIS to create a program for yearly automatic payment in the first pay period in October, in a separate check.

Those CRNA's who have not received the full reimbursement for 2008, will be issued a separate check.

2) Item # 14 - re: who will be responsible for the receipt of the information.

The Education & Development department will be responsible for coordinating the receipt of the applications, and all correspondence for both programs:

- a) the three (3) CRNA scholarship, and
- b) the three (3) year Loan Forgiveness Program

The Department will designate a Job Title with the line authority to be the coordinator of the scholarship program. All correspondence will refer to this address. The designee will also be responsible for monitoring the scholarship holders, progress during the CRNA program and for communicating issues to the Selection Team and relevant personnel or department.

3) Item # 14 - re: If the scholarship holder defaults.

If the scholarship holder defaults, repayment of the scholarship loan will be in installments over the next 3-year period, starting 30 days after the separation.

If the CRNA scholarship holder is currently on the payroll, the final pay-out checks will be garnished and the remaining debt will be repaid, in installments, over the next 3-years.

An Equal Opportunity Employer

4) Item # 14 - re: scholarship loan amount.

Although the defined total amount may not exceed \$75,000 for the tuition, the program does allow for flexibility for the yearly total loan amount. This will assist CRNAs who are enrolled in programs that front load the tuition cost in the first semesters.

5) Item # 14 - re: scholarship payment.

The scholarship payment will be made directly to the school/university. However, exemptions will be considered on an individual basis.

6) Item # 14 - re: Scholarship Student Status.

The CRNA scholarship holder will be placed on On-Call Pool status, then on an Educational Leave of Absence. Compliance Dept. requires a 1-hr mandatory class of On-Call Pool employees. Maybe this can be mailed to them by Education & Development for completion and timely returned if still mandatory while on LOA??

Will discuss with Leah Jaffe regarding need to complete mandatory education and annual Performance Evaluations for On-Call Pool employees.

7) Item # 14 - re: 5-years commitment after receipt of CRNA Scholarship

The commitment is the same regardless of the amount of the tuition scholarship received. In case of early separation, the default payment will be pro-rated on the amount of the scholarship.

8) Item # 13 - re: Loan Forgiveness service commitment

A CRNA will be required to work 12-months full-time for every \$10,000 received as a Loan Forgiveness. Full-time is any status working 36-hrs or more per week (3 x 12-hrs shifts/wk; 3 x 13-hrs/wk, etc.).

Documents to include language say that the PHT reserves the right to interpret, revise, modify this policy/program at any time and if a situation should arise that is not addressed it will be addressed at that time?

**SETTLEMENT AGREEMENTS AND MEMORANDA OF
UNDERSTANDING**

CRNA Pediatric Cardiac Team

**SIDE LETTER OF AGREEMENT
BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991 (UNION)
AND
PUBLIC HEALTH TRUST/JACKSON MEMORIAL HOSPITAL (EMPLOYER)**

Whereas; the Employer exercised its management rights and mandated that the Certified Registered Nurse Anesthetists (herein after CRNA) would be assigned to the Pediatric Cardiac Team (hereafter referred to as the Team) call schedule effective May 7, 2007, and

Whereas; the Union submitted a written request to the Employer dated May 4, 2007, requesting impact bargaining over the impact on the CRNA's, and

Now Therefore; in order to amicably resolve the issues raised by SEIU the parties have met and bargained over the impact and mutually agree to the following terms and conditions:

1. The Team will consist of six (6) CRNA's and may be adjusted by the Employer based on business need and the current call schedule.
2. No more than two (2) CRNA's who volunteered or were assigned to the Team, effective May 26, 2007, shall be eligible to leave the Team on May 26, 2008. Of the remaining four (4) original CRNA's a maximum of two (2) CRNA's may leave the team on or after November 26, 2008, provided that they have given at least three (3) months advance notice.
3. Assignment
 - a. To be eligible for assignment on the Team, a CRNA must have a minimum of one year of employment with the Employer and twenty-four (24) months of experience as a CRNA. The Employer agrees that they will train employees who are to be assigned to the team within six (6) months. Exceptions shall be reviewed by a panel composed of one physician, two (2) Team members, one (1) Supervisor and the Union Steward.
 - b. CRNA's who volunteer or are assigned to the Team shall serve a twenty-one (21) month commitment inclusive of training.
4. To be removed from the Team the following must apply:
 - a. CRNA Team members must have a minimum twenty-one (21) month service on the Team to elect to leave the team.
 - b. No more than two (2) Team members can leave the team within a one (1) year period (per calendar year)
 - c. Team members who elect to leave the team will notify the employer of their intentions six (6) months prior to being removed.
 - d. All requests (from either the current or future teams) to be removed from the Team shall be granted by seniority on the team first and if there is a contest, by bargaining unit seniority.

DM
KAC
MB
R
JD
1

5. At the time the employee is responsible for the Team call they will be removed from the Liver Call obligation.
6. Vacancies created by attrition or by completion of a CRNA's twenty-one (21) month obligation shall be filled by volunteers beginning with the most senior employee. If there are insufficient volunteers, the Employer shall assign the vacant positions to employees in the classification with the least seniority.
7. Coverage for the Team will be twenty-four (24) hours per day. The Employer commits to make a good faith effort to expand the call obligation to other providers with the intention of limiting the weekend call for CRNA's.
8. CRNA's assigned to the Team will be responsible for self scheduling.
9. The Team will cover all operating room/bedside (PICU & NICU) "Complex" Pediatric Cardiac cases.
 - a. Team member will provide services during their regular scheduled work hours. An "On Call" Team member will provide services during nonscheduled work hours.
 - b. Routine Pediatric Catheterization Cardiac cases will be performed by non-cardiac team CRNA's between 7:00 am to 11:00 pm Monday through Friday (excluding holidays and weekends).
 - c. "Complex" Pediatric Cardiac cases will be performed by the Team twenty-four (24) hrs a day, seven (7) days per week. Management or the Pediatric Anesthesia Attending/Pediatric Cardiac Anesthesia Attending will determine which case is deemed "complex".
10. AD time shall be granted in the same manner as it is administered for Liver Call.
11. Neonatal Resuscitation and PALS certification courses shall be paid by the Employer. The employee shall be paid straight time for their regular schedule if the course is taken on their regular assigned work day and time and one half if the course is taken on a day off and exceeds forty (40) paid hours in the work week.
12. Consistent with Article XVII, Section 2 of the Collective Bargaining Agreement between the parties, the Employer agrees to train employees who are assigned to the Team, including those employees who may be scheduled on the team within six (6) months. Training will consist of weekly conferences, a lecture series, Cardiac Catheterization meetings (rotated among team members) and a skills checklist, which is mutually completed by the Employer and the employee throughout training.
13. The CRNA's who are assigned to the Team shall be paid time and one half their current base hourly rate of pay for all hours they are assigned to provide Pediatric Cardiac Anesthesia care except during the first six (6) months of orientation. Employees who complete orientation in less than six (6) months will also be paid time and one half their current base hourly rate of pay for all hours they are assigned to provide Pediatric Cardiac Anesthesia care. In addition, pursuant to Article XI, Salaries, Section 6, On-Call Pay; CRNA's assigned to the Team shall receive double the on-call shift pay rate for week days and weekends respectively all hours assigned to call.

DM
**DC*
DD *WBL*
XC 2 *R*

14. The Employer agrees that all benefits which apply to Liver Call detailed in the Agreement between the parties effective July 2, 2006, shall apply to employees working the Team. Effective the date of execution of this agreement, the employees obligated to work the Team call and the Liver Call are separate. The exception to the above is that double time for Broward Liver call shall not apply.
15. Nothing in this Agreement shall prejudice the Employer as they carry out their obligations to manage the business or the Union as they administer the Collective Bargaining Agreement between the parties.
16. At the request of either party, the parties agree to re-open this agreement no sooner than one (1) year from the date of signature. Any such discussions shall not exceed a period of ninety (90) days from the date of the first meeting.
17. This agreement is made without precedent or prejudice to any future similar situation which may arise. This agreement shall not be introduced as evidence in any grievance or legal proceeding entered into by the parties except as is necessary to enforce the terms and conditions of this agreement.

FOR THE EMPLOYER:

[Signature] 5/15/08
 Date

[Signature] 5-15-08

Kathy Cobble 5-15-08

FOR THE UNION:

[Signature] 5-15-08
 P.A.B. 587261941 Date

[Signature]

[Signature]

[Signature], NSP, AND 5-15-08

Shift Differential for Employees Temporarily Assigned by the Employer

AGREEMENT

This Agreement is entered into by and between Service Employees International Union, Local 1991, AFL-CIO (hereafter SEIU Local 1991) and the Public Health Trust/Miami-Dade County (hereafter PHT) on this 31ST day of MARCH, 2003.^{PM.}

WHEREAS, an arbitration has arisen under the collective bargaining agreement by and between Service Employees International Union, Local 1991 and the Public Health Trust/Miami-Dade County, case titled SEIU Local 1991 and Jackson Memorial Hospital/PHT, Payment of Shift Differential, FMCS Case No. 011127-02623-3 pending before Arbitrator Robert Hoffman; and,

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

IT IS THEREFORE agreed as follows:

1. SEIU Local 1991 will withdraw the arbitration it filed on Payment of Shift Differential pending before Arbitrator Robert Hoffman, FMCS Case No. 011127-02623-3. This withdrawal is with prejudice.

2. Pursuant to Article XI, Section 4, employees on regular assigned shifts which qualify for differential under the contract (evening or night shift or any combination thereof) who are temporarily assigned by the employer to the day shift for education or work assignment shall continue to receive the differential they normally receive provided said employees were assigned to and worked (except for days off, sick, vacation or other approved leave) such shift immediately prior to the temporary assignment to the day shift.

3. Grievants Harris and King shall each be paid one thousand (\$1,000.00) dollars back pay, less taxes and other legal deductions for their previously served orientation period which was 3/11/2003 1:16 PM

the subject matter of the grievances.

4. The parties agree to split evenly the costs of the arbitrator's fee and any other costs associated with the arbitration proceeding itself.

5. Neither party admits any wrongdoing. The parties agree that this settlement was entered into for the purpose of amicably resolving this matter.

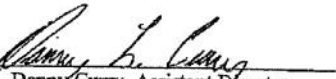
6. This constitutes the full and complete settlement of this arbitration.

7. This Agreement shall be enforceable by either party through the parties' grievance and arbitration provisions contained within the collective bargaining agreement.

Service Employees International Union,
Local 1991

Public Health Trust/Miami-Dade County

By: 
Sheryl Pettitt
Executive Director

By: 
Danny Curry, Assistant Director
Human Resources

3/11/2003 1:16 PM

Sustainability/Joint Efficiency

Tentative Agreement

SEIU – Registered Nurses CBA

March 18, 2010

1. Article XI, Salaries section 3 shall be amended as follows:

B. Second Year 2009-2010:

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

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

C. Third year 2010-2011:

Effective the first pay period in July 2011, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

2. Article XI, Salaries, section 4 shall be amended by adding as follows:

A. The Trust agrees to maintain the step increase system provided that effective upon ratification of this agreement, and for 12 months thereafter, progression from any one pay step to the next pay step shall be suspended. Effective one year from ratification of this agreement, progression from any one step to the next pay step increases shall be restored automatically. Time credit for step placement purposes shall remain unimpaired except for the one year freeze. The step increase system shall be subject to the following:

RNs – 3/18/10 - A

1

MB
CHER

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

4. Article XVIII shall be amended by adding the following paragraph as new section 1 M as follows:

Notwithstanding the provisions herein, there shall be no layoffs in any bargaining unit positions beyond those presented on March 16, 2010, to the Board of County Commissioners (i.e. RNs -112, Professional Unit -63, Attending physicians - 16) prior to October 1, 2010. Provided however the employer shall continue to abide by the parties' 45 day partnership letter agreement dated February 25, 2010.

5. Article XIX shall be amended by adding the following paragraph:

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

6. Article XXI - Group Insurance is added as follows at subsection C 2:

Effective on the first pay period upon ratification of this agreement, this flex dollar contribution shall be suspended for the following 15 months. One-fifth of the value of this suspended benefit shall be transferred to the SERU ^{SAJ MB P} ~~Executive~~ JHS Sustainability Project on a monthly basis. Thereafter the \$1000 employer contribution shall be automatically restored to the Flexible Benefits Plan.

7. Article XV section 8 is amended by adding at the beginning of section 8:

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

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

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

10. New Article - JHS SUSTAINABILITY PROJECT:

There shall be established the JHS Sustainability Project. The purpose of the Project here to is to assist in the turnaround and sustainability of JHS through education, training, symposia, communications, demonstration projects, on site review of efficiency programs, utilization of experts, and such other related activities. The Project shall be funded through contributions as specified in Article XXI C2. Those contributions shall be deposited into a separate Union account every thirty days to be administered and directed by the Union and to be used for the purposes of the Project. Any such turnaround/financial experts used herein shall be fully integrated into the employer's turnaround and sustainability efforts at all stages (planning, idea generation, analysis, decision making, shared documentation and implementation) and shall work in conjunction with the JHS experts in this regard. All SEIU requests for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billings, audits and other records shall be provide within 72 business hours of the request at no charge. Such experts shall be provided access to the employer facilities and shall be provided suitable working space at the facility.

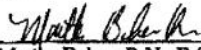
11. New Article - JOINT EFFICIENCIES TASK FORCE:

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

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

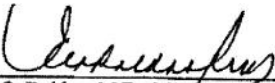
C. The parties have agreed to jointly seek new revenues. In recognition of this successful effort, the equivalent of 2 percent of such monies received shall be contributed annually to the JHS Sustainability Project as outlined in this contract.

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



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

Dated: 3-18-10



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

Dated: 3/18/10

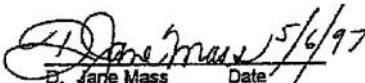
Make-up Weekend Regarding Vacation and Leave


SETTLEMENT BETWEEN THE PUBLIC HEALTH TRUST AND LOCAL 1991, SEIU

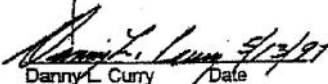
CLASS GRIEVANCE - MAKE-UP WEEKENDS, 7/30/96

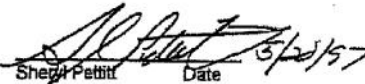
The above referenced grievance is settled as follows:

- A. No RN shall be denied vacation because such time begins, ends or includes a weekend(s) on which she is scheduled to work.
- B. No RN shall be required to make up a weekend which occurred during an approved vacation, leave or illness. It is, however, understood that additional weekends may be scheduled under the following conditions:
 - 1. When a pattern of unplanned leave abuse is demonstrated.
 - 2. To ensure that weekend work is distributed equitably over the period of a year.
- C. Restore one (1) weekend to Delia Sunega, Corrections Health Nurse/Corrections Health Services.
- D. The Union hereby withdraws the above referenced grievance without prejudice to its position.


D. Jarle Mass Date 5/6/97
Sr. Vice President
Patient Care Services


Martha Baker Date 5-23-97
President
Local 1991, SEIU


Danny L. Curry Date 5/3/97
Manager
Labor Relations


Sheri Pettit Date 5/20/97
Executive Director
Local 1991, SEIU

(2 weekends)

3-12 / 4-12 Agreement

SETTLEMENT AGREEMENT

This Agreement is entered into this 5th day of June, 2010 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (the "JHS") and the Service Employees International Union Local 1991 ("SEIU").

WHEREAS, a grievance and/or arbitration has arisen under the collective bargaining agreement by and between Service Employees International Union, Local 1991 and the Jackson Health System/Public Health Trust of Miami-Dade County, case titled SEIU Local 1991 and Jackson Memorial Hospital/PHT, Bynum, Gomez & All Affected RNs – Shift Changes, Reduction in Hours (FMCS #090731-59434-3); and,

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

WHEREAS, the parties without any admission of liability, or violation of any law, rule or regulation, desire to fully and finally settle all differences and disputes relating to the aforementioned claim; and

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. The grievance filed on July 13, 2009 by SEIU on behalf of RNs Rashimah Bynum, Marguerita Gomez and all other affected RNs who have had their hours reduced without mutual agreement and/or have been denied the 40 hour standard work week without mutual consent as required by Article X, Section 1 of the current CBA between the parties (FMCS #090731-59434-3) is hereby withdrawn.

2. JHS agrees that it shall:

a. comply with Article X, Section 1 of the CBA by offering all affected RNs the opportunity to select a schedule of working 12 ½ hour shifts, three (3) days one week and four

6/8/10

(4) another week (3-4), until such time as the affected RNs agree with the employer to reduce their work week to three (3) 12 ½ hour shifts per week (3-3).

b. shall allow RNs who are transferred or are reassigned, whether voluntarily or involuntarily, to select a 3-3 or 3-4 schedule at time of job change.

c. all new full time RN job postings will offer either the 3-4 schedule or the 3-3 schedule and the new hire will be given the option of either schedule.

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

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

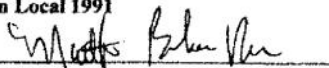
5. The settlement entered into herein shall set no precedent between the parties and nothing in this agreement shall be deemed to change, alter, or amend the Collective Bargaining Agreement between the parties.

6. This Agreement may only be amended by written mutual agreement of the parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the day and year first above written.

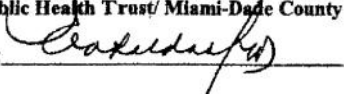
**Service Employees International
Union Local 1991**

By: _____



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

By: _____



6/8/10

3-12 Shift Breaks

SETTLEMENT AGREEMENT

This Agreement is entered into this 10th day of March, 2010 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (the "JHS") and the Service Employees International Union Local 1991 ("SEIU").

WHEREAS, a grievance and/or arbitration has arisen under the collective bargaining agreement by and between Service Employees International Union, Local 1991 and the Jackson Health System/Public Health Trust of Miami-Dade County, case titled SEIU Local 1991 and Jackson Memorial Hospital/PHT, All Affected RNs Working 3-12 ½ Shifts (FMCS #090731-59436-3); and,

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

WHEREAS, the parties without any admission of liability, or violation of any law, rule or regulation, desire to fully and finally settle all differences and disputes relating to the aforementioned claim; and

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. The grievance filed on June 11, 2009 by SEIU on behalf of the RNs who work 3-12 ½ hour shifts per week who have not been converted to full-time status (72 hours pay per week), retroactive to December 17, 2008, as required by Article X, Section 1 of the current CBA between the parties (FMCS #090731-59436-3) is hereby withdrawn.

2. JHS agrees that it shall:

a. comply with Article X, Section 1 of the CBA and convert the affected RNs to full-time status retroactive from December 17, 2008.

March 10, 2010

b. insure that all RNs who work 3-12 1/2 hour shifts per week receive two (2) one-half hour meal breaks per shift.

c. retroactivity under this Agreement shall apply only to longevity and date of status change.

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

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

5. The settlement entered into herein shall set no precedent between the parties and nothing in this agreement shall be deemed to change, alter, or amend the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Service Employees International
Union Local 1991
By: [Signature]

Jackson Health System/
Public Health Trust/ Miami-Dade County
By: [Signature]
DAVID R. Small
EVP & COO

ARNP On-Call OT Rate for Surgical Hospital Center

AGREEMENT BETWEEN
THE PUBLIC HEALTH TRUST OF DADE COUNTY
AND
Service Employees International Union
(SEIU) Local 1991

The parties hereby agree to the following pay rate for the Advanced Registered Nurse Practitioners (ARNP).

ARNP's in the Surgical Hospital Center, required to be On-Call, will be paid the higher rate of either the overtime rate of time and one-half the normal rate of pay, or the On-Call rate, as stated in the Collective Bargaining Agreement.

This pay will be retroactive to the beginning of the first pay period, in October, 2004:

<u>Arla Clayton</u>	Date	<u>Judy Davis</u>	Date
Senior Labor Relations Specialist		Senior Representative	
Employee/Labor Relations		SEIU, Local 1991	
& Workforce Compliance Department			
<u>Danny L. Curry</u>	Date	<u>Martha Baker RN</u>	Date
Director		President	
Employee/Labor Relations		SEIU, Local 1991	
& Workforce Compliance Department			

Grant Funded

SETTLEMENT AGREEMENT

This Agreement is entered into this 10th day of March, 2010 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (the "JHS") and the Service Employees International Union Local 1991 ("SEIU").

WHEREAS, a grievance and/or arbitration has arisen under the collective bargaining agreement by and between Service Employees International Union, Local 1991 and the Jackson Health System/Public Health Trust of Miami-Dade County, case titled SEIU Local 1991 and Jackson Memorial Hospital/PHT; All Affected Grant Funded RNs (FMCS #090713-58695-3); and,

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

WHEREAS, the parties without any admission of liability, or violation of any law, rule or regulation, desire to fully and finally settle all differences and disputes relating to the aforementioned claim; and

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. The grievances filed on June 11, 2009 by SEIU on behalf of affected grant funded RNs for improper lay offs (FMCS #090713-58695-3) is hereby withdrawn.
2. JHS and SEIU agree that an RN's seniority and status as a permanent employee is unaffected by the source of funding, whether by grant or otherwise, for the position held by that RN.
3. JHS agrees that:

March 10, 2010

a. Any RN, whether their position is grant funded or otherwise funded, be provided the same rights as all other RNs under the CBA including, but not limited to Appendix D and Appendix E;

b. None of the affected RNs shall be required to serve a new probationary period.

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

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

6. The settlement entered into herein shall set no precedent between the parties and nothing in this agreement shall be deemed to change, alter, or amend the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Service Employees International
Union Local 1991

By: [Signature]

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

By: [Signature]
DAVID R. SMALL
EVP & CEO

By: _____

March 10, 2010

OR On Call Pay

AGREEMENT

This Agreement is entered into this 26th day of March, 2012 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (the "JHS") and the Service Employees International Union Local 1991 ("SEIU");

WHEREAS, a grievance has arisen under the Collective Bargaining Agreement by and between Service Employees International Union, Local 1991 and the Jackson Health System/Public Health Trust of Miami-Dade County, case titled SEIU Local 1991 All Aff'd RNs in OR-Violating On Call Pay which has been advanced to arbitration and was assigned FMCS Case # 090805-596063 ("the Grievance and Arbitration"); and,

WHEREAS, the parties desire to amicably settle this Grievance and Arbitration on the terms outlined below; and,

WHEREAS, the parties without any admission of liability, or violation of any law, rule or regulation, desire to fully and finally settle all differences and disputes relating to the aforementioned claim; and

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. The Grievance and Arbitration are hereby withdrawn with prejudice. This Agreement conclusively and finally resolves all issues raised in the Grievance and Arbitration.
2. JHS agrees to grant Administrative Leave (AD) to an Operating Room Registered Nurse in the SEIU Local 1991 bargaining unit who is either called in to work or who is requested to work beyond his/her scheduled shift and is scheduled to return to work with less than eleven and half (11 ½) hours rest break between the ending of the most recent shift or working period and the start of the next regularly scheduled shift. The PHT shall grant AD time to an Operating Room Registered Nurse in this circumstance for their next immediately succeeding scheduled



shift up to a maximum of 11.5 hours. Exceptions: (A) Scheduled overtime shifts are excluded from the AD Leave entitlement period. (B) If an Operating Room Registered Nurse is called back to commence work two (2) hours or less prior to the beginning of their next regularly scheduled shift, he/she is excluded from the AD Leave entitlement provided by this Agreement. The effective date for implementation of this AD leave entitlement is April 15, 2012.

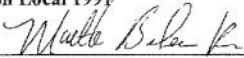
3. JHS will credit Personal Leave (P.L) time on an hour for hour basis to the leave bank of any currently employed Operating Room Registered Nurse in the SEIU bargaining unit that submits proper documentation that demonstrates that such employee used P.L. instead of AD leave time from the period of January 1, 2011 through April 14, 2012.

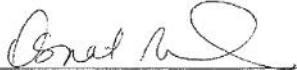
4. The parties shall evenly split the cost of the arbitration hearing set for March 27, 2012.

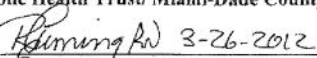
5. This Agreement shall be resolved and enforced pursuant to the parties' arbitration mechanism in the pertinent Collective Bargaining Agreement.

6. The settlement entered into herein shall set no precedent between the parties and nothing in this agreement shall be deemed to change, alter, or amend the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Service Employees International
Union Local 1991
By:  3-26-12

By: 

Jackson Health System/
Public Health Trust/ Miami-Dade County
By:  3-26-2012

By:  3-26-2012

WW14 MOU

AGREEMENT BETWEEN SEIU LOCAL 1991 AND PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY/JACKSON MEMORIAL HOSPITAL

THIS AGREEMENT ("Agreement") is entered this 24th day of May, 2012 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (the "JHS") and the Service Employees International Union Local 1991 ("SEIU");

WHEREAS, the parties are signatories to a Collective Bargaining Agreement covering the period of October 1, 2011 through September 30, 2014 for the Registered Nurses Bargaining Unit;

WHEREAS, the parties agree that WW 14 is a MINI unit for purposes of layoff;

WHEREAS, Article XVIII, Section 4 of the Collective Bargaining Agreement erroneously lists WW 14 on Layoff List "B";

WHEREAS, the parties have agreed to clarify and correct the contract;

NOW THEREFORE, the parties agree that WW 14 shall be removed from Layoff List "B," and added to Layoff list "A" as a MINI unit.

AGREED TO THIS 24th DAY OF May, 2012.

Service Employees International
Union Local 1991

By: Michael Belar


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

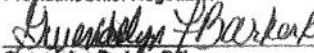
By: Robert J. Margolis

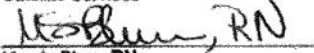
This Agreement between Service Employees International Union (SEIU) – Local 1991, Registered Nurses and the Public Health Trust is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this agreement shall be Miami-Dade County, Florida.

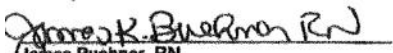
In witness whereof, the parties have caused this Agreement to be executed on this 21st day of February 2012.

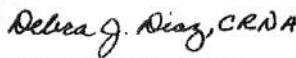
LOCAL 1991, SERVICE EMPLOYEES INTERNATIONAL UNION


Martha Baker, RN
President/Chief Negotiator


Gwendolyn Barker, RN
Satellite Services

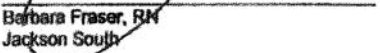

Marcia Blum, RN
Peri-Operative



James K. Buehner, RN
Medical/Surgical


Debra Diaz, CRNA

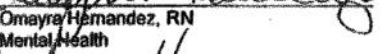
Debra Diaz, CRNA
Peri-Operative


Ann Edwards, RN
Women's


Barbara Fraser, RN
Jackson South

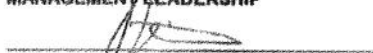

Denise Glass, RN
Surgical

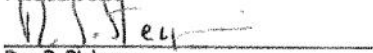

Timothy Gray, RN
Float Pool

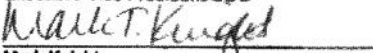

Omayra Hernandez, RN
Mental Health



Nicole Holmes, RN
Emergency

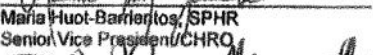
JACKSON HEALTH SYSTEM MANAGEMENT LEADERSHIP

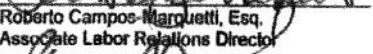

Carlos A. Migoya
President/CEO

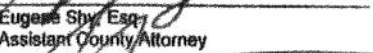

Don S. Steigman
Executive Vice President/COO

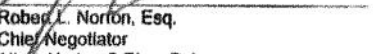

Mark Knight
Executive Vice President/CFO



Ric Cuming
Senior Vice President/CNE



Maria Huot-Barrientos, SPHR
Senior Vice President/CHRO

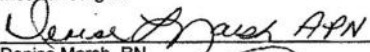

Roberto Campos-Marguetti, Esq.
Associate Labor Relations Director



Eugene Shy, Esq.
Assistant County Attorney

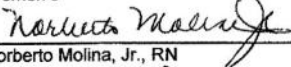

Robert L. Norton, Esq.
Chief Negotiator
Allen, Norton & Blue, P.A.

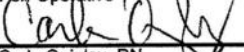

Linda Johnson-Lamb, RN
Medical/Surgical



Melike Koshal, RN
Medical/Surgical

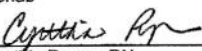

Denise Marsh, RN
Women's

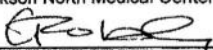

Wendy McQueen, Nurse Midwife
Women's

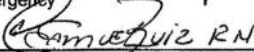

Norberto Molina, Jr., RN
Peri-Operative


Carla Quigley, RN
Trauma


Maria Ramirez, RN
Rehab

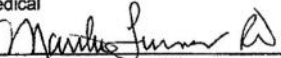

Cynthia Reyes, RN
Jackson North Medical Center

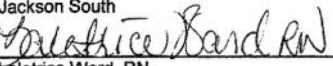

Carol Ann Robley, ARNP
Emergency


Samuel Ruiz, RN
Children's



Lisa Saunders, RN
Children's


Barbara Scollon, RN
Medical


Martha Turner-Heath, RN
Jackson South


Laletrice Ward, RN
Medical/Surgical


Jennifer LaMont
Chief of Staff


Mark E. Richard, Esq.
General Counsel, SEIU Local 1991