

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 The Grievance and Arbitration are hereby withdrawn with prejudice.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

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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: Walter Baker Jr 3-26-12

By: [Signature]

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

By: Huming An 3-26-2012

By: [Signature] 3-26-2012