

**SETTLEMENT AGREEMENT REGARDING CLASS ACTION GRIEVANCE ON THE 500  
HOUR PERSONAL LEAVE CAP**

This Agreement is entered into 9<sup>th</sup> day of December 2021 by and between the Jackson Health System/Public Health Trust of Miami-Dade County (hereinafter "PHT") and the Service Employees International Union Local 1991 (hereinafter "SEIU").

**WHEREAS**, SEIU has filed a class action grievance under the collective bargaining agreements between Service Employees International Union, Local 1991 and the Jackson Health System/Public Health Trust of Miami-Dade County, regarding the alleged unilateral decision that the 500 hour PL cap is determined by the sum of the PL balance and the cash out bank and the elimination of accrued PL time for certain bargaining unit members in May 2021;

**WHEREAS**, the grievance is scheduled for arbitration before Stuart Goldstein on December 6, 2021;

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

**WHEREAS**, the parties without any admission of liability or violation of any 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 and releases contained herein, it is agreed as follows:

1. The class action grievance filed by SEIU on behalf of RNs, Attending Physicians, and Professionals regarding the alleged unilateral decision that the 500 hour PL cap is determined by the sum of the PL balance and the cash out bank is hereby withdrawn with prejudice. The parties will split any fees associated with the cancellation of the arbitration.
2. PHT agrees that they shall credit Personal Leave hours to sixty-eight (68) employees who requested cash out in June 2021 and lost hours as a result of the reimplementation of the 500-

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hour PL cap. The names of the employees and the number of PL hours to be credited are set forth in **Appendix A**, which is attached to this document. It is agreed that all of the hours credited pursuant to this Agreement, along with any other hours accumulated by the employees in their PL and/or Cash-Out banks as of December 31, 2021, shall be paid out to the employees in accordance with the August 27, 2021 MOU to the extent these hours/banks collectively exceed 480 hours as of December 31, 2021.

3. Except as provided in paragraph 2, no bargaining member of SEIU will receive compensation as a result of the PHT's alleged unilateral decision that the 500 hour PL cap is determined by the sum of the PL balance and the cash out bank. SEIU, on behalf of itself and its bargaining unit members, waives and releases the PHT, to the fullest extent permitted by law, from any and all rights, claims, suits or actions arising out of or in any way related to this grievance or to the PHT's alleged unilateral decision that the 500 hour PL cap is determined by the sum of the PL balance and the cash out bank.
4. The parties agree that the practice delineated in the current version of PHT Policy #319, which is attached to this agreement as **Appendix B**, and which provides that PL Cash-Out Hours and Accrued PL Hours for usage are maintained in separate banks with a combined maximum of 500 hours, will apply beginning January 1, 2022; after that date, no employee will accumulate PL Cash Out Hours or Accrued PL hours when the combined total would exceed 500 hours. The foregoing shall apply unless or until modified by mutual written agreement of the parties or modified by an impasse resolution by the Board of County Commissioners pursuant to the procedure delineated in Chapter 447, Part II, Florida Statutes. Notwithstanding the foregoing, nothing in this Agreement shall alter the parties' obligations under the MOU entered into between the PHT and SEIU on August 27, 2021.
5. This agreement shall be enforced pursuant to the parties' arbitration mechanism in the pertinent Collective Bargaining Agreement.

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6. Except as set forth in paragraph 4, above, 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.
7. The parties agree that this agreement has been typed by one party for the convenience of the other party, and that the agreement shall not be construed for or against any party as a result of who drafted this agreement. The parties acknowledge that this settlement agreement constitutes the entire understanding and agreement between the PHT and the SEIU, and that this agreement cannot be amended or modified, except in writing and executed by the PHT and the SEIU. The parties agree and state that no promise, inducement, or agreement not expressly contained herein has been made and that this agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.

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

Service Employees International  
Union, Local 1991

Martha Baker RN

Signature

Date: 12-9-21

MARTHA BAKER, RN

Printed Name

Jackson Health System/Public Health  
Trust

Enbar Cohen

Signature

Date: 12-9-21

Enbar Cohen

Printed Name

APPENDIX A

EE	Last Name	First Name	Status	CC	Hours Flushed	Union
120929	MIYARES	MARTA	A1	73021	4.00	410
304091	OCASIO	CHRISTOPHER	A1	62505	5.34	400
302244	JOHNSON	DEANNA	A1	60003	5.98	400
309408	SALGADO	CHRISTOPHER	A1	75013	6.08	410
121551	HAZEL	SHIRLENE	A1	75006	6.70	410
112490	THOMAS	CLAUDETTE	A1	60003	6.82	400
118575	LACROIX	PAULETTE	A1	68505	6.84	400
120539	WATSONKERRGAGNIER	JACQUELINE	A1	60003	8.88	400
105610	ESPINOSA	DORENE	A1	66307	9.50	400
305550	DENIS	LOVELY	A1	63706	9.97	400
130205	MONTFLEURY	DENISE	A1	60003	10.12	400
123468	EMMANUEL	SINDY	A1	73710	10.52	400
310070	FERNANDEZ	CARLOS	A1	57230	10.79	400
122376	MENDOZA	LUCAS	A1	83630	10.94	410
130415	TOURE	MATOGOMA	A1	63706	11.40	400
112651	HARRINGTON	THOMAS	B1	98006	11.65	710
109506	BLANCO	OTHONIEL	A1	88605	12.00	410
134099	MAJILTON	PATRICK	A1	63906	12.60	400
309958	ALEMAN	HECTOR	A1	83780	12.80	400
117128	TALAVERA	JUAN	A1	67213	13.20	410
111266	RAMEAU	VIRGINIE	A1	62605	13.28	400
112119	LOUIS-ALEXANDER	REGINE	A1	62405	15.85	400
311147	SALCEDO-CASO	LEONID	A1	56010	15.98	400
302561	QUINTANILLA	LUZ	A1	57027	16.30	400
118717	LOZANO	LIBARDO	A1	83615	16.67	400
308019	SAIYEN	TRADSA	A1	65608	16.68	400
112384	MONAHAN-FRAGA	BRIDGET	A1	63906	17.81	400
134979	SUFFIT	PICARD	A1	62802	18.84	400
307119	PERROTTA	MAYRA	A1	60003	18.98	400
104658	QUINTANA	OLGA	A1	67820	19.20	400
106298	FORGES-VOIGT	CELINE	A1	65001	21.70	400
110225	DAVIDSON	ELIZABETH	A1	65608	26.00	400
116230	PEREZ-CARDONA	ARMANDO	A1	72105	28.13	410
130897	DOMINIQUE	CHRISTIANNE	A1	56081	28.90	400
114077	HARDY	TIDRA	A1	61304	31.10	400
114311	MARET	NADINE	A1	64616	31.23	400
134110	TELLO ARRIOLA	RUTH	A1	64006	31.35	400
120351	JUARBE	LILLIAN	A1	79815	31.91	400
121112	MORNAY	MICHEL	A1	67808	34.25	400
130266	GLAUDE	ROSE	A1	83609	36.53	400

*m. B. Salas*  
12-9-21

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134195	RUIZ	ROBERTO	A1	57060	41.28	410
125367	PIERRE LOUIS	MIMOSE	A1	68500	42.69	400
117797	PONG HONG	LEE	A1	64502	43.83	400
119402	SAM	FRANTZ	A1	62800	45.63	400
130795	BROWN-BAILEY	BEVERLY	A1	56202	48.53	400
117622	ORTEGA	YANIA	A1	63906	48.54	400
131689	PELTIER-ETTIENE	JOAN RHONA	A1	61204	49.51	400
111459	BLACKMAN	NORMA	A1	66207	50.98	400
124753	GERVAIS	MARIETTA	A1	88918	52.02	400
123669	HARRE	FIONA	A1	64502	52.53	400
125424	MEDINA POLANCO	REINA	A1	94011	53.06	400
303714	LLEWELLYN	MICHAEL	A1	64306	53.74	400
115536	ALIX	MARIE	A1	60003	53.77	400
117165	ALA	ANALIZA	A1	62802	54.47	400
110403	JOHN	DENISE	A1	66207	54.92	400
112255	EASON	SONIA	A1	66007	60.34	400
120261	SCHIFF	DIVINA	A1	66107	60.68	400
132194	ASAMOAH	DOREEN	A1	64006	62.24	400
124833	CLARKE	SHAROLYN	A1	66307	65.95	400
120911	COWAN	SOPHIA	A1	94517	66.91	400
124423	GUTIERREZ	HECTOR	A1	83616	71.71	400
108576	CALDERON	MARLA	A1	61905	74.15	400
111707	GUERRIER	ROSE	A1	67808	98.27	400
119916	CABALLERO	TERESA	A1	88709	99.50	400
117346	DJAHED	BEHNAM	A1	98006	100.00	710
115323	GOROSTIZA	CARLOS	A1	63906	113.88	400
133135	DIAGO	PAULO	A1	66107	120.00	400
110480	WILLIAMS	ANNETA	A1	69701	120.00	400

W.B. Smith  
12-9-21

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