

## ARTICLE I - PREAMBLE

This Agreement is entered into on ~~August 31, 2023~~ July 9, 2023 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, 2023~~ through September 30, 2026, 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, where not inconsistent with the Constitution, Charter, Statute, Ordinance or Personnel Rules. 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 per diem 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 PER DIEM EMPLOYEES

Probationary, non-permanent employees and per diem 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, Section 1, 2(D), 3, 4 and 5 and Article XV, Section 6(E). Only the following provisions apply to per diem employees: Articles I; II; III; IV, Sections 1, 2, 3, 4, 5, 6, 7, and 8; V; VI; XI, Sections 1, 2, 3A, 5, 6, 9 and 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 XXI. Articles VII and VIII shall only apply to alleged contract violations.

#### **ARTICLE IV - UNION-MANAGEMENT COOPERATIONS**

##### **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. The 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 place 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. Each pay period, the Employer will provide the Union with a printout and/or an electronic copy of the job title, department, Lawson ID, badge number, position, name, job code, pay rate, annual pay rate, FTE, pay grade, pay step, shift, work schedule, union code, union name, union membership status, job status, status description, hire date, adjusted hire date, anniversary date, exempt or hourly, supervisor name, union dues by individual, COPE contributions by individual, process level, work phone, work email, and termination date for all employees in the bargaining unit. With written authorization from the employee, the Employer shall provide addresses and phone numbers.
- B. Quarterly, JHS will provide a list of all newly created Company 300 positions to the Union by job classification and job description.
- C. The Union will have 2000 copies of this agreement printed and the Employer will reimburse the Union for 50% of mutually agreed upon costs. 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. In support of the climate summit initiatives sponsored by the Union and the Trust, the contract will be accessible to all employees in electronic format.

##### **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 as a result of any action taken or not taken by the Employer under the provisions of this section.
- D. If during the life of this contract there is any changes to the law which in any way affects dues deduction, JHS will work collaboratively with the Union to implement alternative dues deduction methods.

#### **SECTION 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, gender identity, gender expression, religion, political affiliation or Union membership or activity covered or described under this Agreement. There shall be no discrimination shown between equally qualified employees in work assignments, training, transfers, evaluations, promotion, 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 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 V - UNION REPRESENTATION**

### **SECTION 1. UNION REPRESENTATIVES**

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

### **SECTION 2. GRIEVANCE REPRESENTATION**

The Employer recognizes the right of the Union to appoint not more than 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 representative 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. An employee may be assisted or represented by a representative of the Union during 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 rising 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 for in this article.

#### **SECTION 3. PROCEDURE**

The employee or Union shall file a grievance, in writing, with the Director Employee/ Labor Relations and Workforce Compliance Department, or designee, 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 within ten (10) calendar days after receipt of the written grievance and shall reply in writing within ten (10) calendar days after the grievance hearing.

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 to the Director of Employee/Labor Relations and Workforce Compliance Department.

#### **SECTION 4. CLASS GRIEVANCES**

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

#### **SECTION 5. 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 respond to a grievance within the prescribed time limit will automatically move the grievance to the arbitral 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 6. 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 7. EMPLOYER RESPONSES**

All responses required, above, shall be directed to the aggrieved employee with a copy furnished to the Union, or to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance must contain a statement of the reasons for the rejection.

#### **SECTION 8. EXCLUSIONS**

Any subjects excluded from the arbitration procedure (Article VIII) shall also be excluded from the grievance procedure with the sole exception of written reprimands, which shall be grievable but not arbitrable as provided under Article IX, Disciplinary Action, Section 3, Written Reprimands and Records of Counseling. A Record of Counseling is non-disciplinary and therefore not grievable or arbitrable.

### **ARTICLE VIII - ARBITRATION**

If the Union is not satisfied with the reply of the grievance, 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 shall 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 - CORRECTIVE ACTION**

### **SECTION 1. JUST CAUSE**

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

### **SECTION 2. PROCEDURE**

- A. The corrective action process will begin when the Employer gives the Employee and the Union a Corrective Action Report (CAR) or Record of Counseling (ROC). The Union copy of the CAR/ROC will be sent electronically to the Union President/designee and the Union Membership Data Coordinator, and shall include the name and contact information of the affected employee and management person designate to hear the rebuttal.
- B. The CAR/ROC shall specify the charges against the Employee, and include the law, rule, regulation, and/or policy allegedly violated. In addition to the CAR or ROC, all supporting documentation (statements, records, etc.) will be attached. The Employer agrees to inform the Employee of his/her right to representation in the corrective action process. Upon request, the employee shall have the right to representation in discussion concerning actual or pending corrective action.
- C. Final Decisions and Rebuttals: Final corrective action determinations will not be rendered until the completion of the rebuttal meetings where the Employer and the Employee, together with the Representative, through use of evidence, documents and witnesses, have the opportunity to present their respective cases. Within ten (10) calendar days after receipt of the CAR/ROC, the Union representative assigned to the matter shall contact the management person designated in connection with the CAR/ROC to notify them of the Union's and Employee's readiness to schedule the rebuttal hearing. The employer will then send the Union three (3) possible dates for the rebuttal hearing that correspond to the Employee's schedule over the ensuing ten (10) calendar days. Rebuttal meetings must be heard within ten (10) calendar days of the Union notifying the Employer of their readiness, unless mutually agreed between the parties. A decision will be rendered without a rebuttal hearing if the Employee fails to schedule the rebuttal within the ten (10) day period, or if the Employee waives the right to a rebuttal. The Employer shall have ten (10) calendar days to render a decision following the rebuttal presentation unless time is extended by mutual agreement. The Union and employee shall receive a copy of the rebuttal response.
- D. The Employer agrees that corrective actions (dismissals, suspensions, demotions) except written reprimands and records of counseling, 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 in Articles VII and VIII of this Agreement. The employees shall be notified in writing of both appeal procedures by name and contract article.
- E. CARs and ROCs shall be given on a timely basis and insofar as practicable within twenty-one (21) days after the Employer discovers the facts or concludes the investigation requiring the presentation, except where good cause for delay is shown. Good cause shall include, but not be limited to, the

pendency of outside criminal, administrative or other proceedings, or if the Employee, manager, supervisor, or the director rendering a decision is on leave. There will be no notification to the employee prior to the initiation of the corrective action process (e.g., 48-hour notification).

- F. Any disciplinary action currently in an employee's file which is overturned shall be stamped invalid.
- G. Any employee will be offered the option of using accrued personal leave during a suspension.

### **SECTION 3. WRITTEN REPRIMANDS AND RECORDS OF COUNSELING**

Written Reprimands shall be appealable by the employee to the grievance procedure, but shall not be further appealable to 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 evaluation, shall cease to be of any force or effect after a two (2) year period from the 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 STEP**

- A. The employee subjected to the corrective action 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 corrective actions including demotions, suspensions, and dismissals of permanent employees, but excluding written reprimands and records of counseling, 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 purposes 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 ten (10) calendar days from the employee's receipt of the final corrective 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.

#### **SECTION 6. JUST CULTURE**

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

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

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

#### **SECTION 7. ABSENTEEISM/TARDINESS**

##### **A. Absenteeism**

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

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

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

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

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

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

**B. Tardiness**

1. Tardiness is defined as arriving at the workstation after the scheduled starting time.
  2. Excessive tardiness is defined as reporting late for duty at least twice in a pay period. Tardiness that follows a set pattern also may constitute excessive tardiness.
- C. A joint management and union committee will be established to monitor the declinations of PL time and the reduction of call outs.

**ARTICLE X - HOURS OF WORK 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 (8 ½) or ten and one half (10 ½) 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 (12 ½) 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 (12 ½) 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 (12 ½) shifts (3 days one week, 4 another week), RNs who mutually agree with the employer to work three (3) 12 and one half hour (12 ½) 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 (12 ½) 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.

An employee who is currently on, or in the future is placed on, a schedule of working

12 ½ hours shifts, three (3) days one week and four (4) days another week (3-4) shall be entitled to continue on a (3-4) schedule, including in the event of a transfer or reassignment, whether voluntary or involuntary.

Effective September 30, 2014, full-time or part-time employees shall have the opportunity to convert to a schedule of working 12 ½ hour shifts, three (3) days one week and four (4) days another week (3-4), whenever any full-time or part-time vacancy is declared in the employees' unit, to a maximum of 50% of employees on a (3-4) schedule per unit. Whenever there is availability in a unit for the conversion of an employee to a (3-4) schedule, employees shall be offered the (3-4) schedule by unit seniority. Nothing in this section shall prevent JHS, in its discretion, from exceeding the 50% per unit cap, or from offering (3-4) schedules to employees by unit seniority without declaration of a vacancy.

Effective upon ratification, any per diem or part-time employee who [works a 3-3 schedule \(72 hours\) per pay period averages forty \(40\) hours per week](#) for six (6) consecutive months will be offered a full-time with benefits position in the same classification he/she has been working, subject to a six (6) month probationary period. Any per diem employee who averages twenty (20) hours per week or more for six (6) consecutive months will be offered a part-time position. [Nothing in this Article shall be construed to prevent an employee from requesting conversion from per-diem or part-time to full-time status, or from per diem to part-time status.](#)

[Every six \(6\) months, the Employer will send the Union a list of per diem and part-time employees and include their average hours worked per pay period for the last six \(6\) consecutive months.](#)

## **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 the equivalent hours of one (1) planned personal leave day taken within any week (the exception being Thanksgiving week when the equivalent hours of two (2) personal leave days may be taken). These hours shall include use of "voluntary early out" personal leave when an employee agrees to leave early at the request of Management and/or usage of partial planned personal leave days up to the equivalent of an employee's regular scheduled shift.
- 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 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.

No employee shall be required to make up a weekend which occurred during an approved vacation, leave, or illness. It is understood, however, that additional weekends may be scheduled under the following conditions:

- 1. When a pattern of unplanned leave abuse is demonstrated, or
- 2. To ensure that weekend work is distributed equitably over the period of a year.

#### **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 alternate 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 (11 ½) 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.

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

#### **SECTION 11. DAYLIGHT SAVINGS TIME**

Employees who work during the change to Daylight Savings Time will be compensated for their normal shift.

### **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 deduction 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 any 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 in the amount of one hundred dollars (\$100.00) or greater, a voucher in the corrected amount shall be made available to the employee within three (3) business days after pay day from the date the error is reported to the Payroll Department or from discovery of the error by management. For paycheck errors of less than one hundred dollars (\$100.00), the amount will be made available to the employee in the pay period following the report/discovery of the error.

### SECTION 3. SALARY INCREASES

#### A. First Year 20230-20241

~~Effective upon ratification, or on October 1, 2021, whichever comes first, all full-time and part-time bargaining unit employees who are not otherwise receiving a market adjustment or having longevity step(s) added to their step schedules will receive a three (3) percent wage increase.~~

~~Effective upon ratification, or on October 1, 2023, whichever comes first, all full-time and part-time status bargaining unit employees shall receive an eight (8) percent wage adjustment, inclusive of a Cost of Living Adjustment (COLA)~~

#### B. Second Year 20241-20252

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

~~The parties agree to resume bargaining no later than June 1, 2024 for the sole purpose of negotiating a Cost of Living Adjustment (COLA), Clinical Nursing Ladder, and Medical – Surgical Staffing ratios at Jackson Memorial Hospital.~~

#### C. Third Year 20252-20263

~~Effective the pay period inclusive of April 1, 2023, all full-time and part-time bargaining unit employees will receive a three (3) percent wage increase.~~

~~The parties agree to resume bargaining no later than June 1, 2025 for the sole purpose of negotiating a Cost of Living Adjustment (COLA).~~

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 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 Corrections.

H. All full-time and part-time bargaining unit members will be paid a one-step increase for working at the Behavioral Health hospital and/or Behavioral Health inpatient unit at Jackson South, providing the employee is not already receiving it. The step will be removed if the employee is no longer working at, or floats out of, the Behavioral Health hospital or the Behavioral Health inpatient unit at Jackson South.

I. The Nurse Anesthetist (job code: 1158) step schedule will be revised where Step 2 of the step schedule shall become Step 1. The pay plan will remain the same number of steps. Full-time and Part-time Employees shall remain on their current numerical step at the new hourly rate assigned to that step.

H. ~~Effective upon ratification, or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Nurse Manger will have two (2) longevity steps added to the top of the schedule. The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through twelve (12). All full-time and part-time employees in this classification will move forward one (1) step on the step schedule.~~

I. ~~Effective upon ratification, or on October 1, 2021, whichever comes first, the Certified Nurse-Midwife step schedules will be amended by making step one (1) forty-six dollars and sixty-seven cents (\$46.67) and the revised schedule will be adjusted accordingly with a 4.2% difference between each step. The revised step schedule will continue to have twelve (12) steps. All full-time and part-time employees in this classification will transition to the revised step schedule on their current step.~~

J. ~~Effective upon ratification, or on October 1, 2021, whichever comes first, two new classifications will be created — APRN Outpatient and APRN Inpatient. Current employees in the classification of APRN Psychiatry, APRN Clinical Transplant, APRN Critical Acute Care, APRN Neonatal, and all APRNs that work in the Emergency Department will be consolidated into the APRN Inpatient classification and move to the APRN Inpatient pay step schedule on their current step.~~

The pay step schedule for the new APRN Inpatient classification will have the new step one (1) at forty-six dollars and sixty-seven cents (\$46.67) per hour and the remaining step numbers on the new schedule will be adjusted accordingly with a 4.2% difference between each step. Full-time and part-time APRNs who are currently performing primary duties in inpatient units will be moved to the APRN Inpatient classification and will move to the new APRN Inpatient pay step schedule on their current step number.

Full-time and part-time employees in the APRN Inpatient classification hired after October 2020 will be moved to the closest rate (meet or beat), to align experience and internal equity.

All employees in the current APRN classification performing their primary duties in outpatient units will move to the new APRN Outpatient classification. Their pay step schedule will remain the same as APRN job code 1167. There will be no market adjustment change to this pay step schedule. The determination of primary duties as inpatient or outpatient will be made by the Employer.

K. ~~Effective upon ratification, or on October 1, 2021, whichever comes first, step two (2) of the current step schedule for employees in the classification of Associate Nurse Manager will become the new step one (1). The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through fourteen (14). All full-time and part-time employees in this classification will transition to the new step schedule in their current step number.~~

L. ~~Effective upon ratification, or on October 1, 2021, whichever comes first, step two (2) of the current step schedule for employees in the classification of Nurse Educator will become the new step one (1). The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through fourteen (14). All full-time and part-time employees in this classification will transition to the new step schedule on their same step number.~~

M. ~~Effective upon ratification, or on October 1, 2021, whichever comes first, step two (2) of the current step schedule for employees in the classification of Clinical Staff Nurse (“CSN”), CSN—Float Pool, CSN-CHS, CSN CVTX, CSN Neuro, and Vascular Access Specialist will become the new step one (1). The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through seventeen (17). All full-time and part-time employees in this classification will transition to the new step schedule on their same step number.~~

N. Effective upon ratification, or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Case Manager RN will have two (2) longevity steps added to the top of the schedule. The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through twelve (12). All full-time and part-time employees will be credited with time served in their current steps towards advancing in the step schedule.

O. Effective upon ratification, or on October 1, 2021, whichever comes first, step four (4) of the current step schedule for employees in the classification of Clinical Transplant Coordinator will become the new step one (1) and two (2) longevity steps will be added to the top of the schedule. The step schedule will be revised so that there will be a 4.2% difference between each step from steps one (1) through twelve (12). All full-time and part-time employees will transition to the new step schedule on their current step number.

P. Effective upon ratification, or on October 1, 2021, whichever comes first, the step schedule for employees in the classification of Registered Nurse First Assist shall be amended to match the step schedule for employees in the classification of Surgical Assistant Specialty. All full-time and part-time employees in the classification will transition to the new step schedule their same step number.

Q-J. Time served is defined as taking the number of years an employee has been on their current step, and advancing them through the new step schedule as if it were in existence from the time the employee first went into their current step number. ~~The following classifications (listed below) Bargaining unit members~~ will be credited with time served in their current step towards advancement on the amended step schedules:

- Case Manager, RN
- Nurse Manager
- Clinical Transport Coordinator
- All Clinical Staff Nurse classifications including Vascular Access (steps 7-10)

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.

K. Effective upon ratification, or on October 1, 2023, whichever comes first, all full-time and part-time status bargaining unit employees in the following classifications shall receive a one (1%) percent market adjustment: all CSNs, Associate Nurse Managers, Nurse Educators, Vascular Access Specialists, and Nurse Managers.

**Commented [FY1]:** numberin was different on the TA'ed agreement

L. Effective October 1, 2023, the step schedules for all CSNs, Associate Nurse Managers, Nurse Educators, Vascular Access Specialists, and nurse Managers shall be revised where Step 2 shall become the new Step 1. The pay plans will remain the same number of steps. Employees shall remain on their current numerical step at the new hourly rate assigned to that step. All steps shall be a minimum of 4.2% between all steps.

#### SECTION 4. STEP PROGRESSION

Effective upon ratification or on October 1, 2023, whichever is earlier, progression through steps shall be modified as described in this Section. In implementing these provisions, employees shall be credited towards advancement on the current step schedules based on the progress as indicated. Employees who have met the new progression schedule at ratification will receive a new anniversary following the new step movement.

A. The progression through steps and Longevity steps is listed in Appendix C of the "Step Progression Chart", with the exception of those classifications listed in Section 4(D).

A. The last two steps on all salary ranges are Longevity steps, progression through which will take ~~thirty-six (36) months~~ forty-eight (48) months.



When there are eight (8) or fewer steps, progression up to the last two (2) Longevity steps will be every twelve (12) months.

When there are more than eight (8) steps but fewer than ~~seventeen(17) fourteen (14)~~ steps, progression through steps 1 through 6 will be every twelve (12) months, thereafter progression up to the last two (2) Longevity steps will be every twenty-four (24) months.

~~When there are fourteen (14) or more steps, progression through steps 1 through 6 will be every twelve (12) months, progression through steps 7 through 11 will be every twenty four (24) months, thereafter progression up to the last two (2) Longevity steps will be every thirty six (36) months.~~

An employee will advance through the new pay scale on their anniversary date provided they are step eligible. An employee is step eligible if they have satisfactory performance evaluations (i.e. met standards) and worked the requisite number of months/hours towards the next step as outlined in Appendix C.

- B. There are seventeen (17) steps in the Clinical Staff Nurse, Clinical Staff Nurse – Float Pool, Clinical Staff Nurse CHS, Clinical Staff Nurse CVTX, Clinical Staff Nurse Neuro, [Clinical Staff Nurse Cath Lab/Interventional Radiology](#), [Clinical Staff Nurse OR & LD](#), and Vascular Access Specialist classifications. Advancement in these steps is as follows:

Step 1 to step 2.....	12 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.....	12 months
Step 9 to step 10.....	12 months
Step 10 to step 11.....	24 months
Step 11 to step 12.....	<del>24</del> 36 months
Step 12 to step 13.....	<del>24</del> 36 months
Step 13 to step 14.....	<del>24</del> 36 months
Step 14 to step 15.....	<del>24</del> 36 months
Step 15 to step 16.....	<del>36</del> 48 months
Step 16 to step 17.....	<del>36</del> 48 months

There will be a minimum of 4.2% between all steps.

- D. Employees in this Unit are also eligible for the “Special Recognition Increase” program under the provisions established by the Employer for such a program.
- E. Part-time nurses are eligible for step increases based on 2080 hours worked and satisfactory performance evaluations (that is, evaluations which meet standards).
- F. 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 DEFERENTIAL**

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 pay the appropriate differential for all hours worked on an 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) and 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 ~~one dollar and twenty-five cents (\$1.25)~~ ~~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, Advances 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 lists of units excluded from this differential in Appendix B).

#### SECTION 7. ON-CALL PAY

A. ~~The Employer will continue to pay on-call to those employees receiving such pay as of the date of this Agreement. The per hour pay rate shall be five dollars and fifty cents (\$5.50) Employees designated as on-call shall be paid a minimum of thirty-five dollars (\$35.00) per shift on weekdays (Monday - Friday) and six dollars and fifty cents (\$6.50) per hour -forty-five dollars (\$45.00) per shift on weekends (Saturdays, Sundays) 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 and provide evidence for

**Commented [FY2]:** The TA'ed agreement has the following language: "The Employer will continue to pay on-call to those employees receiving such pay as of the date of this Agreement...." Changed the language here to directly mirror the TA'ed agreement.

**Commented [FY3R3]:**

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.

- 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, and shall provide evidence 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.
- E. Any employee who is required to travel and/or float from one facility to another while on the clock will be reimbursed for their mileage at the federal reimbursement rate for the travel from one facility to the other.

#### **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. PER DIEM NURSE RATES**

The Per Diem Clinical Staff Nurse Rates are as follows:

Thirty (30) months or less:                   \$37.00/hour

More than thirty (30) months    \$40.00/hours

Per Diem Clinic Staff Nurses who commit to seven (7) twelve (12) hour shifts per month, or its equivalent, which include one (1) holiday shift other than New Year's Eve or Christmas and two (2) weekend shifts, shall receive \$1.00/hour more added to their rate.

All other Per Diem Nurses will be required to work a minimum of three (3) shifts per month.

The per diem rates for the following classifications will be increased to the following hourly rate.

- APRN (all titles) \$60.00/hour
- Case Manager, RN \$45.00/hour
- Nurse Midwife \$60.00/hour
- Vascular Access Specialist \$40.00/hour

Current or former JHS employees with greater than seven (7) years of service will be offered a "meet or beat" Per Diem rate: either their base rate of pay upon separation from JHS or the tier corresponding to their years of experience referenced above (whichever is greater).

Per Diem Nurses may elect to participate in the on-call rotation on any unit where s/he is competent.

The Per Diem Nurse will be responsible for the maintenance of all requirements, credentials and competencies necessary for continued employment in her/his area of specialty. All Per Diem Nurses will have access to Jackson's classes.

Per Diem 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.

Per Diem Nurses shall be paid time and a half (1½) for all hours worked on a holiday.

Job Basis Nurses, excluding Nurse Managers who work additional shifts as Clinical Staff Nurses shall be compensated according to the Per Diem rates referenced above based on experience or their base rate whichever is greater.

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

#### SECTION 11. Total Rewards Benefit Option Plan

All full-time bargaining unit members will have the option to participate in the Total Rewards Benefit Option Plan that allows employees to forgo certain benefits in exchange for a pay supplement. The following are the eligible benefits and dollar amounts of the annual pay supplements for each eligible benefit in the Total rewards Benefit Option.

<u>Total Rewards Benefit Option Plan</u>	
<u>Benefit Options</u>	<u>Dollar Amount of Annual Pay Supplement</u>
<u>Health Insurance</u>	
<u>Jackson First</u>	<u>\$5,850.00</u>
<u>Jackson Select</u>	
<u>Jackson POS</u>	
<u>Dental Insurance</u>	<u>\$400</u>
<u>Delta PPO</u>	
<u>Delta HMO</u>	
<u>Paid Time Off (includes PL &amp; Extended Illness)</u>	<u>8% of the employee's annual base salary</u>
<u>12 PTO days to be used as needed</u>	
<u>Life Insurance</u>	<u>\$550</u>
<u>Basic</u>	
<u>Survivor Benefits</u>	

1. Pay supplements will be paid out in equal portions per applicable elections over 26 pay periods commencing on the first pay period of the calendar year. For employees who elect their benefits outside of the open enrollment period event, the pay supplement will be prorated and paid out in equal portions based on the date of commencement of their benefit period. The maximum pay supplement value is up to 20% of base salary.
2. Bargaining unit members who elect to forgo their Paid Time Off for the calendar year will receive twelve (12) days of Paid Time Off to be used for personal leave, for that calendar year. Unused days cannot be rolled over or cashed out after the corresponding calendar year.
3. Bargaining unit members who select to forgo their Paid Time Off for the calendar year who have Personal Leave hours in their Personal Leave bank that they accrued in previous years may take up to eight (80) hours of Personal Leave time during the elected calendar year, if approved by their manager.

4. [Bargaining unit members who select to forego their Paid Time Off for the calendar year are eligible to elect to cash out their Personal Leave as per the language in the collective bargaining unit.](#)
5. [In order to be eligible for a pay supplement, bargaining unit members who are electing to forego their health insurance must attest and show proof of insurance elsewhere, during the period that they will not be covered by one of the Jackson Health System insurance plans.](#)
6. [In order to participate in the Total Rewards Benefit Option plan, employees must complete the required enrollment documentation and timely renew their elections during each enrollment period.](#)
7. [This program be effective January 1, 2024, and will be sunsetted at the end of this Agreement, unless both parties mutually agree to continue the program.](#)

## **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 or designee 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.

### **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. Every reasonable effort will be made so bargaining unit employees will be given sufficient time to complete all mandatory education requirements during work hours, in their work areas, and free of a patient assignment.

### **ARTICLE 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 twenty-nine (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.

The yearly accrual of twenty-nine (29) personal leave days includes ten (10) vacation days, thirteen (13) holidays, and six(6) sick days, all of which are accrued incrementally over the course of the year as indicated above. Accordingly, employees who work a paid holiday receive pay for actual hours worked plus personal leave accrual for the holiday.

- 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:
- 3)

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

\*Calculations are based on 8-hour shifts.

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

- 1) During the first 1 400 hours (first five (5) full-year equivalents, FTE), 0.115 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:

10, 401-12480	.1154
12, 48 -114, 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

- B. 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.
- C. 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.

D. 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 20 to 80 hours (for employees with less than 10 years of continuous service) or up to 120 hours (for employees with 10 years or more of continuous service) total for the year, but for no more hours than they may accrue in the next calendar year (the "Accrual Year"). The election must be made in increments of one hour. Based on the employee's request, cash-out payments will be distributed in the last paycheck in June and/or December of the Accrual Year.
- 2) An election to cash-out Personal Leave/Vacation hours that may accrue in the Accrual Year must be made before the beginning of the Accrual Year from December 1 through December 21 of the Election Year.
- 3) The employee must take 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 cash-out hours will be made in the last pay period of the June and/or December of the Accrual Year at the rate of pay at the time of payment. Upon employment separation for any reason before the end of the Accrual year, all accrued personal leave hours, including hours designated as cash out, shall be paid out in accordance with Section I., below.
- 6) During the accrual year, accrued time shall be allocated on a pro rata basis between cash out and Personal Leave/Vacation time on the same percentage basis as the cash out amount is to the potential maximum accrual. (Example: If an employee elects to cash out 80 hours and is entitled to accrue a maximum of 240 hours in the accrual year, personal leave accruals shall be allocated 33.33% toward cash out and 66.67% toward the leave balance).
- 7) 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.

E. 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) Terminal leave benefit for accrued personal leave account shall be paid at the employee's base rate.

F. Christmas & New Year Holiday Requests

Upon separation of employment, the employee shall be eligible for payment of accrued personal leave account hours.

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

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

Thanksgiving time off is also done fairly & rotationally.

**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.

Effective upon ratification, employees hired prior to October 1, 2017, 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%

Effective upon ratification, employees hired prior to October 1, 2017, 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.

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

### Section 3. Vacation Requests

#### 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 eighty (80) 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 one hundred and sixty (160) 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 one hundred and sixty (160) 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 eighty (80) 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 of schedules being prepared and posted (typically 4-6 weeks prior to the requested day(s) off); however, vacation requests shall not be unreasonably denied 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. If the vacation request is not responded to within fourteen (14) days, the employee may escalate the request to the next level Supervisor. The next level Supervisor will make a final determination within seven (7) calendar days.

### 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 ( $\frac{1}{2}$ ) 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 October 1, 2017, the annual holiday administrative day will be discontinued.

#### **Section 10. Leaves for Union Business**

- A. Leaves of absence without pay for periods not to exceed one (1) year shall be granted to the equivalent hours of up to nine (9) bargaining unit employees in order to accept positions with the Union. The Union shall make written application for such leaves thirty (30) days in advance, may not make application for more than one (1) FTE from any one (1) unit during the same period, and no more than one employee from the unit may be released at any given time. 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 bargaining unit member temporarily assuming the duties of a higher position such as Charge Nurse or Associate Nurse Manager will receive ~~a two dollar and fifty cents (\$2.50)~~ ~~three dollars (\$3)~~ 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 bargaining unit member temporarily assuming the duties of a Preceptor will receive a ~~two (\$2.00)~~ ~~two dollars and fifty cents (\$2.50)~~ 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 performance evaluation, Record of Counseling, or corrective action notification, or any record of formal or informal counseling, shall be considered to be part of an employee's official record unless the employee has been offered or given a copy and has been afforded the opportunity to sign the document or to add 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 probationary employment. Thereafter, nurses will receive an annual performance evaluation with recurrent touchpoints to discuss progress and attainment of goals. Regular part-time and per diem nurses will also receive a similar 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 and Demotions**

- 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. "Promotion" shall be defined as the movement of an employee from a job classification to another job classification where the difference between the Step 1 hourly rate of the new position and the Step 1 hourly rate of the previously held position is at least 4.2%.

All promotions will involve a minimum increase of one (1) step except promotions to Associate Nurse Manager which will involve a minimum increase of two (2) steps, and to Nurse Manager which will involve a minimum of three (3) steps. For purposes of clarification, a one (1) Step increase cannot be less than 4.2%.



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.

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.

- C. "Demotion" shall be defined as the movement of an employee from a job classification to another job classification where the difference between the Step 1 hourly rate of the new position is a reduction of 4.2% or greater from the Step 1 hourly rate of the previously held position.

All demotions will involve a minimum decrease of one (1) Step except demotions from Associate Nurse Manager positions which will involve a minimum decrease of two (2) steps, and from Nurse Manager positions which will involve a minimum decrease of three (3) steps. For purposes of clarification, a one (1) Step decrease must be at least 4.2%.

Whenever an employee who has been promoted is thereafter demoted to his/her previously held classification, whether voluntarily or involuntarily, his/her wages shall (a) be reduced by the same number of steps that it was increased when the promotion was awarded, or (b) the employee shall be placed in the same position he/she would have been in had the promotion never occurred with his/her previous anniversary date, whichever is more beneficial to the employee.

- D. "Lateral" shall be defined as the movement of an employee from one position to another where there is an identical pay scale or the difference between Step 1 rates is less than 4.2%. Employees will be transitioned to the new position at the next highest step, so long as it is less than a 4.2% increase.
- E. For layoffs or reassignments that are considered demotions, the employee will transition to the same or next lowest step of the new pay scale.
- F. An employee who has been demoted as a result of a layoff or reassignment, and subsequently promoted to the previous or similar position, will have their salary history taken into consideration when determining the new rate.
- G. Any deviation from the rules referenced above will be noticed to the Union.

#### **Section 8. Longevity Bonus**

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

- Upon completion of 15 years of full-time continuous County Service, 42.5% bonus payment of base salary.
- Upon completion of 16 years of full-time continuous County Service, 42.6% bonus payment of base salary.
- Upon completion of 17 years of full-time continuous County Service, 42.7% bonus payment of base salary.
- Upon completion of 18 years of full-time continuous County Service, 42.8% bonus payment of base salary.
- Upon completion of 19 years of full-time continuous County Service, 42.9% bonus payment of base salary.

- Upon completion of 20 years of full-time continuous County Service, 23.0% bonus payment of base salary.
- Upon completion of 21 years of full-time continuous County Service, 23.1% bonus payment of base salary.
- Upon completion of 22 years of full-time continuous County Service, 23.2% bonus payment of base salary.
- Upon completion of 23 years of full-time continuous County Service, 23.3% bonus payment of base salary.
- Upon completion of 24 years of full-time continuous County Service, 23.4% bonus payment of base salary.
- Upon completion of 25 years of full-time continuous County Service, 23.5% bonus payment of base salary.
- Upon completion of 26 years of full-time continuous County Service, 23.6% bonus payment of base salary.
- Upon completion of 27 years of full-time continuous County Service, 23.7% bonus payment of base salary.
- Upon completion of 28 years of full-time continuous County Service, 23.8% bonus payment of base salary.
- Upon completion of 29 years of full-time continuous County Service, 23.9% bonus payment of base salary.
- Upon completion of 30 years or more of full-time continuous County Service, 34.0% bonus payment of base salary.

The minimum amount of payment will be \$350.00.

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

#### **Section 9. Educational Bonus**

All full-time unit employees upon certification and/or recertification 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.

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.

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.

Employees who pay a parking night shift rate who are coming on the PHT Main campus because they are on call or for another work assignment will be reimbursed any fees for parking in any of the PHT parking facilities between the hours of 9:00 a.m. to 5:00 p.m.

#### **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 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.

#### **Section 20. Referral and Recruitment Incentive Program**

- 1) In an effort to attract and retain qualified, experienced nurses for difficult to fill positions for the organization, the PHT may implement a recruitment incentive program for the purpose of providing cash incentives to recruit and retain newly hired, experienced staff for difficult to fill positions system-wide, excluding nursing homes, clinics, and CHS. "Difficult to fill position" is defined as a vacancy that has been posted for forty-five (45) days or greater. JHS will supply the Union with bi-weekly vacancy lists during the term of this agreement. The QNCD Partnership Committee will be responsible for monitoring implementation of this article.

- 2) To be eligible for recruitment incentives, new hires must have a minimum of three (3) years of direct experience in the specialty area identified; must meet all PHT employment screening requirement for the position applied for; and must accept a full-time position with the PHT. At the time of hire, new hires eligible for participation in the program will be required to execute and comply with all of the terms of the PHT's Recruitment Incentive Agreement. All current Jackson Health System employees are not eligible for the recruitment bonus.
- 3) Recruitment incentive pay will be in the amount of up to ten thousand dollars (\$10,000) and will be subject to distribution based upon the new hire meeting eligibility requirement as set forth generally, above, passing tenure-based milestones with the PHT, and experience in a related specialty as follows:
  - a. Prospective nurses with three to five years' experience in a related specialty will be eligible to receive five thousand (\$5,000) dollars in recruitment incentive pay;
  - b. Prospective nurses with greater than five to ten years' experience in a related specialty will be eligible to receive seven thousand five hundred (\$7,500) dollars in recruitment incentive pay;
  - c. Prospective nurses with more than ten years' experience in a related specialty will be eligible to receive ten thousand (\$10,000) dollars in recruitment incentive pay.
- 4) Specifically, recruitment incentive pay will be disbursed to the eligible employee in four equal parts over a thirty-six (36) month period.
  - a. The first incentive payment will be disbursed immediately after satisfactory completion of six (6) months of continuous employment with the PHT.
  - b. The second incentive payment will be disbursed after the satisfactory completion of twelve (12) months of continuous employment with the PHT.
  - c. The third incentive payment will be disbursed after the satisfactory completion of twenty-four (24) months of continuous employment with the PHT.
  - d. The final incentive payment will be disbursed immediately after satisfactory completion of thirty-six (36) months of continuous employment with the PHT.
- 5) PHT Talent Acquisition personnel will be responsible for monitoring the new hires/participant's employment throughout the distribution period for compliance with the incentive program's requirements.
- 6) Any current employee of the Jackson Health System (exception: Executives, Directors, Managers, Supervisors, Public Relations, and Human Resources staff) who refer a clinical staff nurse who is hired into a full-time position in specialty areas identified in this agreement will be eligible to receive a \$1,000 referral bonus. In order for the referring employee to receive the referral bonus, the new employee must have three years of experience in the specialty area and successfully complete an orientation period. The \$1000 payment will be made at the time the new employee completes orientation. Both the referring employee and new employee must be employed at the time of payout. If two or more employees refer the same candidate, the first referral form received and date stamped by Talent Acquisition will be eligible for the program, unless both parties agree to share the bonus. The referred employee cannot currently be in the recruitment database. If an employee refers multiple new candidates who are hired into full-time clinical staff nurse positions in specialty units identified in this agreement, the referring employee will be eligible for the referral bonus for each new employee referred who meets the criteria outlined in this agreement.

- 7) The PHT may stop the implementation of this referral and recruitment program at any time with thirty (30) days written notice to the union.

#### **Section 21. Cellular Phone Program**

Bargaining unit employees who have been required to carry a cellular phone to conduct PHT business because of the business needs of the PHT, including but limited to Nurse Managers, Clinical Transplant Coordinators, and Case Managers, shall receive a monthly stipend of \$40.00 to be paid on an eligible employee's paycheck on a post-tax basis, subject to all required deductions. Bargaining unit employees who have been required to carry a cellular to conduct PHT business shall abide by PHT Policy and Procedure 232A.

### **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 Article XVIII, Section 1.

## **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, FLOATING, CROSS-TRAINING, CENTRAL STAFFING FLOAT POOL NURSES**

### **Section 1. Orientation Types**

- 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 take an assignment independently in any area of practice to which the employee does not have the competency to care for the patient(s).

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. A preceptor program whereby preceptors receive training will be used to guide orientation. Program standards of preceptorship include, but are not limited to: preceptor will not assume charge role when precepting, unless it is to train an orientee to that role; patient assignments will be considerate to meet the goals/standards for the orientee.
  - 2) Incumbent employee orientation is for JHS employees who transfer to a new unit and will include divisional 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.
- 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 previously will include:
    - 1) Clear goals and expectations specific to each unit. Mutually signed competency and checklist, the signing of which will not be unreasonably withheld or hinder patient care. Competencies and checklists are specific to the standards and skills required for the patient population;
    - 2) Patient assignments congruent with attained competencies are not precluded by partially completed checklists;

- 3) A preceptor/mentor will be assigned to the nurse. Consistent preceptors is recommended;
- 4) Competencies must be considered when covering assignments.

## **Section 2. Cross-Training**

Cross-training is the systematic process of providing training in different tasks or skills.

Cross-training will ensure that all necessary personnel successfully complete the unit- specific competencies to prepare the employee to care for specific patient populations.

The Employer shall continue to have the authority to schedule an employee's cross- training consistent with the Division/Unit's staffing requirement. Volunteers will be cross-trained first. Checklists and competencies will be reviewed annually. In general, cross-training will happen in another unit and will not exceed twenty-four hours.

The QNCD Labor/Management Committee will develop a standardize format of all unit specific competencies/checklists in the JHS for all clinical areas (e.g., Holtz Children's Policy No. 06).

## **Section 3. Float Pay**

Floating is the practice of temporarily reassigning nurses from their assigned areas and placing them elsewhere.

Standards for floating to a unit include:

- A. The employee is welcomed and introduced to the staff.
- B. The assignment is clear and reviewed with an assigned resource nurse.
- C. There are frequent check-ins with the resource nurse to assess the float nurses' progress and comfort.
- D. 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.
- E. Floating will happen fairly and rotationally for employees who have been cross- trained according to the cross-training standards above.
- F. Assignments will be congruent with the employee's skills and experience and nurses will ideally be assigned a less acute patient assignment.
- G. Registered Nurses with less than 12 months experience in nursing will not be eligible to float out of their home base unit unless mutually agreed on.
- H. Float nurses will be given an assignment based on their level of skill, expertise and meeting the competency requirements for the patient assignment.
- I. Divisional/Unit specific competencies and skill checklist will dictate a nurses' ability to float.
- J. Agency/Travel and per diem nurses will be first to float.

## **Section 4. Central Staffing Float Pool Nurses**

Central Staffing Float Pool Nurses are nurses who have been cross-trained to meet the staffing needs of Specific Units.



## 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 per diem 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 5. Pay Premium

- A. 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, all nurses in the float pool cost code will receive \$2.00 per hour premium for all hours worked.
- B. Non-Float Pool Nurses who float from their home base unit shall receive the \$2.00 per hour premium for hours spent floating when they float at least 50% of their shifts worked in a pay period.

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.

## Section 6. Extra Shift Bonus Program

Employees may be paid an extra shift bonus to work an unscheduled extra shift in any workweek in designated areas of the system when management determines that there is a critical need in those areas based on staffing. Opportunities for extra shift bonus dollars will be posted in each nursing unit. JHS agrees to provide the Union with a minimum of 24 hours' notice of its intention to start and/or stop this program. When activated, bonuses will be awarded as follows:

Eight-hour shift: ~~\$4080~~  
Ten-hour shift: ~~\$50100~~  
Twelve-hour shift: ~~\$60120~~

A partial shift of less than eight (8) hours but at least four (4) hours may be approved at a pro-rated rate.

## Exclusions:

- Per Diem employees are not eligible for participation in the program.
- On-call and callback shift work is not applicable for the bonus.
- Part-time 24 status employees will earn their extra shift bonus beginning on their fourth (4<sup>th</sup>) shift each week.
- Usage of any non-productive time during the applicable pay period will disqualify any extra shift bonus payments.
- Differentials shall be paid on all hours worked, as applicable, including but not limited to work performed on regular, overtime or extra shifts.

## **ARTICLE XVIII - REASSIGNMENT, LAYOFFS, RECALL AND EMPLOYMENT 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 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.
- 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 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 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 per diem, 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. 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 the layoff only:

Time served in these classifications in per diem status will not be considered. Time served as a Nurse 1 or Nurse 2 will count as time toward a Clinical Staff Nurse.

1. Time served in these classifications in per diem 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.

M. For purposes of layoff and reassignment, employees in the classifications of Clinical Staff Nurse CVTX and Clinical Staff Nurse Nuero will be treated as Clinical Staff Nurses. These classifications were created for pay incentive purposes only.

### **Section 3. Recall Procedure**

- A. Employees will be recalled in inverse order of layoff. Employees that have been laid-off will have recall rights to all full-time and part-time vacancies in their previously held position for a period of two (2) years from the date of layoff. If an employee is recalled and accepts a part-time position, he/she shall continue to have recall rights to a full-time position if one becomes available during the recall period.
- 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 List**

**Commented [FY4]:** updated the formatting and style - no substantive changes -

**Commented [FY5]:** Review table for any closed units

A	B
<b>ADULT CRITICAL CARE:</b>	<b>ADULT MED/SURG/TELE:</b>
<b>Jackson Memorial Hospital:</b> Trauma, ICU, Medical ICU, Neuro-Surgical ICU, Surgical, ICUB, Surgical ICU C, Critical Care Admin (Rapid Response), Coronary Care Unit, JHS Nurse Staff (ICU), Central 6, Central 7, South Wing 8, Trauma 3A	<b>Jackson Memorial Hospital:</b> South Wing 5, South Wing 6, South Wing 7, West Wing 5, West Wing 6, West Wing 7, West Wing 9, West Wing 10, West Wing 11, West Wing 12, West Wing 14, West Wing 15, North Wing 3 Trauma 3B, Trauma 4A, Trauma 4B, JHS Nurse Staff (Med/Surg/Tele)
<b>Jackson South Medical Center:</b> ICU Tower, CCS (ICU)	<b>Jackson South Medical Center:</b> 2 Tower, 3 Tower, 4 Tower, 2 South, 2 North, 2 West, JSCH Pool Staff (Med/Surg/Tele)

<b>Jackson North Medical Center:</b> ICU Separate, JNMC Central Staffing Office (ICU)	<b>Jackson North Medical Center:</b> Acute Care Unit, Med Surg Unit, Observation Wing, Ortho Neuro Surgical, Telemetry Unit, JNMC Central Staffing (Med/Surg/Tele)
<b>Jackson West Medical Center:</b> JW-Critical Care	<b>Jackson West Medical Center:</b> JW-4th Floor, JW-6th Floor Medical, JW-6th Floor Maternity
<b>PEDIATRIC CRITICAL CARE:</b>	<b>Holtz &amp; Women's:</b> Women & Children's Float Pool (Med/Surg/Tele), East Tower 3 Mother Baby, East Tower 7B
<b>Holtz &amp; Women's:</b> Pediatric ICU, Newborn ICU, Newborn IMCU, Women & Children's Float Pool (ICU), Pedi Transport Team	<b>PEDIATRIC MED/SURG/TELE:</b>
<b>Jackson North Medical Center:</b> Neonatal ICU	<b>Holtz &amp; Women's:</b> East Tower 5 B, East Tower 6A, Pediatric Dialysis, Pediatric Urology, Palliative Care- Holtz
<b>EMERGENCY SERVICES:</b>	<b>REHABILITATION:</b>
<b>Jackson Memorial Hospital:</b> Emergency Services Admin, Emergency Care Center, Trauma Resuscitation	<b>Jackson Rehabilitation Hospital:</b> Cardiac Rehab Center, PM&R Clinic, Rehab 6, Rehab 7, Pediatric Rehab, Trauma 8
<b>Jackson South Medical Center:</b> JS Emergency Room, JS Trauma ER	<b>Jackson North Medical Center:</b> Rehab Gen
<b>Jackson North Medical Center:</b> JN Emergency Room	<b>CORRECTIONS HEALTH SERVICES:</b> All Units/Facilities
<b>Holtz &amp; Women's:</b> Pedi ER	<b>LONG TERM CARE:</b> Long Term Care Center (All Units), Perdue Medical Center (All Units)
<b>Jackson West Medical Center:</b> JW-Emergency Admin, JW-Emergency Room	<b>BEHAVIORAL HEALTH:</b>
<b>PERIOPERATIVE SERVICES:</b>	<b>Jackson Behavioral Health Hospital:</b> Adult behavioral Care, Behavioral Treatment, Behavioral Treatment 3, BH Crisis Unit, Child & Adolescent Psychiatry, Community mental health Services, Crisis Stabilization Unit, Geri Med Psych, Health & Recovery, MDFAC, Outpatient Medical
<b>Jackson Memorial Hospital:</b> Periop Admin, Main Operating Room, Main Recovery Room GI Station, Anesthesia	<b>Jackson South Medical Center:</b> Adult Psych
<b>Jackson North Medical Center:</b> Surgery Separate, Delivery Room, Recovery Separate, Obstetrics, Special Nursing Svc <b>Holtz &amp; Women's:</b> L&D OR, East Tower 4, Labor & Delivery, Antepartum Testing Unit	<b>PERIOPERATIVE SERVICES:</b>
<b>Jackson West Medical Center:</b> JW-Operating Room, JW-Pre/Post OR, JW-Anesthesia	<b>Jackson Memorial Hospital:</b> Adult Dialysis (Apheresis), Echocardiography, Cardiovascular Svcs Admin, Critical Care Admin (wound Care), Radiation Therapy

<b>PROCEDURAL SERVICES:</b>	<b>Holtz &amp; Women's:</b> Pedi Cardiology, Pediatric Dialysis
<b>Jackson Memorial Hospital:</b> Adult Cath Lab, Pedi Cath Lab, Interventional Radiology Admin, Radiology Nursing Services, Hyperbaric Medicine, EPZ Clinic	<b>Jackson South Medical Center:</b> Wound Care
<b>Jackson South Medical:</b> Cardiac, Endoscopy	<b>Jackson North Medical Center:</b> Wound Care Center
<b>Jackson North Medical Center:</b> Cardiovascular Cath Lab, JN Endoscopy, Interventional Radiology	<b>CLINICS:</b>
<b>Holtz &amp; Women's:</b> Pediatric Bone Marrow Unit, Pedi Special Procedures Room, East Tower 6B	ACC Infusion Center, ACC Med Peds, ACC Primary Care Practice, AIDS Grants, Dental Clinic, Dermatology Clinic, ENT Clinic, HEMA/ONC, Jefferson Reaves Sr. Health Center, Medical Clinic, North Dade Health Center, Obstetrics Gynecology Clinic, Pediatric Clinic, Penalver Clinic, PET Center, Rehab Orthopedic Clinic, Rosie Lee Wesley Health Center, SID, Surgical Clinic, Urology Center, Breast Health Center, J. South Bariatric, J. South Orthopedics, Jackson West Multispecialty, JMain Multispecialty Clinic, Miami Dade County Physical, Miami Hope Center, South Dade Homeless Assistance, Trauma Clinic. Transplant Clinic, Jackson Pediatric Center, Health Office
<b>Jackson West Medical Center:</b> JW-GI Station, JW-Hybrid Room	<b>URGENT CARE CENTERS:</b> All Units/Facilities

Based on mutual agreement and patient populations, exceptions may be made to these lists on a case-by-case basis (ex A chemo certified RN may be exempt from the bumping process based on highly trained skill set). 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**

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

#### **ARTICLE 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.

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

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

- A. The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization and a Point of Service Plan pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Employer and the qualified Health Maintenance Organization.
- B. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the Trust and the Internal Revenue Code.
  1. The Trust's Group Health Insurance will be a Point of Service/ Managed Health Care Group Insurance Plan.
  2. Copies of the 2024<sup>41</sup> plan designs and cost structures for all plans offered to eligible bargaining unit members are attached to this Agreement as an addendum, including employee premium contributions, co-pays, deductibles, RX benefits, etc. In addition to the POS, the PHT will continue

to provide the Select Network/Managed Health Care and Jackson First Group Insurance Plans for the 2024~~0~~ through 2026~~3~~ plan years.

~~Beginning January 1, 2024<sup>2</sup>, the employee cost of the biweekly dependent premiums for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by ten percent (10%) of the current premium rate. Beginning January 1, 2022, single coverage for the Select Network/Managed Health Care Group Insurance Plan will increase to fifty dollars (\$50.00) biweekly and single coverage for POS will increase to one hundred and fifty dollars (\$150.00) biweekly. The employee cost of the biweekly premiums, dependent, and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase to those shown in the Medical Plan section of this Agreement.~~

~~Beginning January 1, 2025<sup>3</sup>, the employee cost of the biweekly premiums, dependent and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase by ten percent (10%) of the premium rate. The employee cost of the biweekly premiums, dependent, and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase to those shown in the Medical Plan section of this Agreement.~~

~~Beginning January 1, 2026, the employee cost of biweekly premiums, dependent, and single coverage, for the Select Network/Managed Health Care Group Insurance Plan and the POS will increase to those shown in the Medical Plan section of this Agreement.~~

~~Beginning January 1, 2024<sup>2</sup>, copays for non-Jackson Urgent Care Centers will increase to fifty dollars (\$50.00), and copays for Emergency Department visits will increase by one hundred dollars (\$100) fifty dollars (\$50.00) (excluding pediatric emergency department visits) on Jackson First and Select plans, and by fifty dollars (\$50) on POS plans. Also, the copays for outpatient procedures will increase to two hundred (\$200.00) and the copays for inpatient service will increase to one hundred (\$100.00) for POS and the Select Network/Managed Health Care Group Insurance Plan.~~

~~Beginning on January 1, 2024<sup>2</sup>, insurance coverage for all plans will be limited to the following five (5) pharmacy retail outlets: 1) Jackson Health System; 2) CVS Pharmacy; 3) Target; 4) Publix; and 5) Navarro. Brand and Non-preferred prescription drugs, co-pays for all plans will increase by ten dollars (\$10).~~

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

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

3.4. Beginning on January 1, 2024, a new Part time "24" status will be created. Employees who consistently work twenty-four (24) or more hours ~~per pay period~~ weekly and are designated in this status, or that average forty-six (46) hours bi-weekly and are designated in this status, are eligible for participation in the PHT's health plans. Employees under this status will be eligible for health insurance benefits as illustrated in the Medical Plans section of this Agreement. All other benefits for this status will mirror those that apply to current, Part-time with limited benefits status.

## C. JACKSON FIRST PLAN

Eligible Jackson Health System employees will continue to be given the option of enrolling in the Jackson First health insurance plan, in addition to the current available options. This Plan is voluntary and available to any benefits-eligible employee and their dependents. There will be no co-pays and/or

deductibles for services performed at Jackson facilities (except urgent care, emergency care and Pharmacy Services), or by any physician with admitting privileges at Jackson Health System. For individual employees electing the -employee -only option there will be no premium contribution for the term of the Agreement.

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

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

E. Telehealth

The parties agree that there is a need for the PHT to implement Telehealth, a voluntary program which allows employees to contact a physician on a 24/7 basis for convenient low cost medical care. This program will reduce our employees from seeking immediate health care for low intensity health concerns in urgent care centers and emergency rooms and provide immediate high quality access to care.

In an effort to encourage employees to participate in the Telehealth program, a co-pay of only ten dollars (\$10) will be charged for employees or dependents who use the services provided by telehealth.

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

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

~~G. Covid-19 Non-Vaccinated Employee Surcharge~~

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

**ARTICLE 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 needle-stick 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 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**

- 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.

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 XXVII - 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, 2023~~0~~ and continue to September 30, 2026~~3~~.
- B. [The parties agree to resume bargaining no later than June 1, 2024 for the sole purpose of negotiating Cost of Living Adjustment \(COLA\), Clinical Nursing Ladder, and Medical-Surgical Staffing ratios at Jackson Memorial Hospital.](#)
- C. [The parties to agree to resume bargaining no later than June 1, 2025 for the sole purpose of negotiating a Cost of Living Adjustment \(COLA\).](#)
- ~~C-D.~~ Either party may require by written notice to the other no later than June 30, 2026~~0~~ negotiations concerning modification, amendments, and renewal of this Agreement to be effective October 1, 2026~~0~~.

#### ARTICLE XXXII - NURSE STAFFING RATIOS

In recognition of the fact that sufficient nurse staffing is imperative to the development of a healthy practice work environment, evidenced by the following: a collaborative practice culture; expert, competent, credible, and visible leadership; shared decision- making; patient safety; and, recognition of nurses for their meaningful contribution to practice, Jackson Health System (JHS) shall implement the following Nurse Staffing Ratios:

- 1. When planning staffing in advance or for the next shift, and taking into consideration the acuity, case mix index, technology and equipment needs, infection control needs, qualified available staff etc., staffing patterns will be:
  - A. Adult medical, surgical, rehabilitation and palliative care patients, One (1) registered nurse for up to six (6) patients.
  - B. Telemetry patients, One (1) registered nurse for up to five (5) patients.
  - C. Pediatric Medical/Surgical patients, One (1) registered nurse for up to five (5) patients.
  - D. Medical Oncology and Gyn/Gyo patients, One (1) registered nurse for up to five (5) patients.
  - E. Transplant and Intermediate Care patients, One (1) registered nurse for up to three (3) or four (4) patients based on acuity.
  - F. Acute and emergency mental health patients, One (1) registered nurse for up to nine (9) patients with direct support from a number of care providers who are specially-trained in the management of the psychiatric milieu. Depending on the acuity, complexity and mix of psychiatric patients being cared for

within a clinical service, the number of patients assigned to each Mental Health RN can be adjusted to promote concurrent safe staffing.

- G. Geriatric Psychiatric patients, One (1) registered nurse for up to eight (8) patients.
- H. In Emergency Services, One (1) registered nurse for up to four (4) or five (5) patients based on acuity.
- I. Critical Care patients, One (1) registered nurse for up to two (2) patients.
- J. Charge Nurse and/or Associate Nurse Managers will not routinely be assigned patients.
- K. The staffing ratios provided for in this Article will apply regardless of whether the patient is physically located in the units specified above.
- L. In blended units, staffing will be based on the acuity of the patient(s).

Patient acuity, not the unit in which they are housed, will determine the appropriate ratio.

- 2. Additionally, the Jackson Health System will endorse and make every reasonable effort to adhere to the staffing ratios/guidelines set forth and recommended by national professional nursing organizations (i.e., AWHONN [Association of Women's Health, Obstetric and Neonatal Nurses]; RPICC [Regional Perinatal Intensive Care Center],; AORN [Association of Peri- Operative Registered Nurses],; ASPAN [American Society of Peri-Anesthesia Nurses], etc.) and external regulatory agencies (i.e., DCF, AHCA, and the Florida Department of Health, Office of Trauma), unless a different staffing ratio/guideline is specifically set forth above.

Unforeseen emergencies and swings in volume, and multiple unplanned absences in any one unit, may at times preclude compliance with this Article. When a unit is not in compliance with this Article under these circumstances, the Department Manager or his/her designee will immediately make all reasonable attempts to return the unit to compliance by assigning additional personnel to the unit. The Nurse Manager, Associate Nurse Manager, Nurse Educator or Charge Nurse may temporarily assume a patient assignment until the unit is back in compliance, but no longer than is necessary to resolve the issue. It is not a violation of this Article for a registered nurse to step away temporarily for breaks, meals, and to meet their personal needs as consistent with professional judgment.

JHS agrees that a pre-grievance meeting will occur between the Associate VP of Human Resources (or designee), the CNO of the affected area, and the President of SEIU 1991 (and/or designee) within 72 hours of an alleged violation of the ratios listed above.

This Article shall be enforceable by expedited arbitration. An arbitration hearing will be held within five (5) business days of notice by the Union that the Hospital is not in compliance with this Article. The parties agree the hearing could be telephonic. The arbitrator will announce a "bench ruling" at the conclusion of the hearing which will be followed up by a written ruling within thirty (30) days of the hearing.

#### **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 PROGRAM FOR SEIU**

**REGISTERED NURSES, ATTENDING PHYSICIANS &  
PROFESSIONALS BARGAINING UNITS**

**SECTION 1. LABOR-MANAGEMENT PARTNERSHIP AGREEMENT**

A. Purpose

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

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

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

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

B. Process and Structure

1. Senior Partnership Committee

The parties will establish a Senior Partnership Committee (SPC) consisting of an equal number of (but not less than four (4) each) PHT executive level staff and Union leadership. JHS's COO and CFO, as well as the Union President, will be members of the SPC. The COO and the Union President shall be co-chairs of the SPC. The SPC may expand the Partnership to include representatives of other parties as necessary, as agreed to by the labor and management representatives on the SPC. The responsibilities of the SPC are to establish, consistent with the terms and scope outlined in this agreement, targets, goals, objectives, time lines and other Partnership initiatives. The SPC will meet as often as necessary but no less than twice per quarter to discuss strategic issues of the Partnership, and implement, review and oversee initiatives at all levels.

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

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

2. Access to Information

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

### 3. Consultants

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

### 4. Partnerships at Other Organizational Levels

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

### 5. Costs of the Partnership

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

### 6. Scope

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

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

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

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

### 7. Existing Labor-Management Cooperation Arrangements

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

### 8. Current and Future Business Issues and Plans

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

document and opportunity for recommendations will be made available to Partnership participants before final decisions are made where feasible.

9. Employment Security

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

10. Applicability

Articles VII and VIII do not apply to subsections B., 1, 2, 3, 5 and 9 of this Section.

## **SECTION 2. EMPOWERMENT AND EFFICIENCIES**

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

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

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

## **ARTICLE XXXIV - HEALTH AND WELLNESS CULTURE**

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

### **SECTION 1. INTRODUCTION**

Jackson Health System, in collaboration with the Union, is committed to the optimal health of every employee. The purpose of the wellness program is to create an emphasis on wellness from a perspective that promotes overall balance, awareness, and well-being such that employees can thrive in work and life. The top motivators for offering a program are to reduce healthcare costs, improve the health of employees, reduce absenteeism/presenteeism, improve employee morale, increase productivity, and provide an example to the community.

### **SECTION 2. PILLARS OF WELLNESS**

1. Role model of health
2. Culture of healthy living

3. Provide variety of programs
4. Provide positive incentives
5. Track participation with outcomes
6. Measure for Return On Investment (ROI)
7. Sustainability

### **SECTION 3. GOALS & OBJECTIVES**

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

### **SECTION 4. IMPLEMENTATION AND RECOMMENDATIONS:**

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

Recommendations to be considered by the Wellness Taskforce:

- Nutrition with counseling
- Permanent designated areas for lactating employees in each building
- Nutrition Specialist/coaches included in our benefit
- Nutrition Specialist counseling on campus (Employee Health Services.) to help employees with food addictions
- Partner with Sodexo:
- Color code high calorie foods versus medium and low calorie food on glass panels in cafeteria. Should be visible
- Discounts for low calorie foods

- More healthy food available at all hours in cafeteria and vending machines
- Cafeteria should offer weight watchers program with a selection of meals on a daily basis. Should also provide flyers, classes, and education.
- "Healthier Hospital Initiative" - multiple hospitals participates
- Bring back farmer's market at the Alamo and introduce it at all campuses
- Spouse eligibility for all programs to boost motivation for continuous wellness especially on off-hours
- Physical activity
- Outdoor and indoor walking paths (all campuses)
- Stairs/motivational signs
- In-house gym or gym discounts (more gyms added to list), trainer discounts, and gym classes/programs discounts
- Biometric/wellness screenings quarterly in house (all campuses)
- Online wellness profiles for employees
- Incentives for community walks/runs/etc.
- Current UM wellness center discount or tiered program for participation and free Jackson employee trainers
- Access to water in each unit
- Stress management
- Chair massage
- Email newsletter for ideas for: Stretch breaks, Yoga breaks, Meditation breaks, etc.
- 15min sleeping breaks after lunch
- Tracking and Sharing:
- Department of Nutrition/Employee Services Nutrition Specialists team
- Offer employees to buy "Step Counters", "Fitbits", or other trackers at discount
- Using badge IDs or Calorie/step count Score Cards to keep track of wellness programs' success
- Platform where employees can participate and offer not only each other help and share ideas and stories but can also provide ideas for the Department of Nutrition/Employee services Nutrition Specialists team



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

#### **SECTION 5. JOIN THE MOVEMENT (WELLNESS INCENTIVE PLAN)**

All bargaining unit members currently enrolled in PHT health insurance will be eligible to participate in the Jackson Health System Wellness Program. This program will allow bargaining unit members to earn and accumulate wellness reward points. In order to begin earning reward points, bargaining unit members must first complete a Personal Health Assessment and their annual wellness visit.

Below is a sample breakdown of the activities available for bargaining unit members to participate in, and the corresponding value of reward points. These activities and points are subject to change on an annual basis.

- Disease Management → 20 reward points
- Weight Watchers → 10 reward points
- Biometric Screening → 5 reward points
- Flu shot → 10 reward points
- Complete the CHIP Journey → 15 reward points
- Wellness Challenge → 5 reward points each, 25 points max
- Be Smoke Free → 5 reward points
- Emotional Wellbeing → 5 reward points each
- Maintain a Healthy BMI- 10 reward points
- Elect a JHS primary Care Physician → 15 reward points

An accumulation of 50 reward points will be worth Fifty (\$50.00) dollars; 75 reward points will be worth Seventy-five (\$75.00) dollars and 100 reward points will be worth One hundred and fifty (\$150.00) dollars. The deadline to complete the program and submit any required documentation is December 1st, with incentive to be paid out in January of the following calendar year.

All forms, websites, and an updated activity list can be found on [www. JacksonBenefits.org](http://www.JacksonBenefits.org).

### Healthcare Bi Weekly Premium Comparison

Plan	Tier	2022	2023	2024	2025	2026
Jackson First	Employee Only	\$ -	\$ -	\$ -	\$ -	\$ -
	Employee + Spouse	\$120.00	\$120.00	\$120.00	\$120.00	\$ 120.00
	Employee + Child(ren)	\$105.00	\$105.00	\$105.00	\$105.00	\$ 105.00
	Family	\$160.00	\$160.00	\$160.00	\$160.00	\$ 160.00
Select HMO	Employee Only	\$ 50.00	\$ 55.00	\$57.75	\$60.64	\$63.67
	Employee + Spouse	\$201.30	\$221.43	\$232.50	\$244.13	\$256.33
	Employee + Child(ren)	\$170.92	\$188.01	\$197.41	\$207.28	\$217.64
	Family	\$286.34	\$314.98	\$330.72	\$347.26	\$364.62
POS	Employee Only	\$150.00	\$165.00	\$173.25	\$181.91	\$191.01
	Employee + Spouse	\$459.62	\$505.59	\$530.87	\$557.41	\$585.28
	Employee + Child(ren)	\$381.35	\$419.48	\$440.46	\$462.48	\$485.60
	Family	\$794.53	\$873.98	\$917.68	\$963.57	\$1,011.74

**Introduce a new status and Offer Health Insurance Plans at Higher Premiums  
for Part-Time 24 hours/week**

Current		Employee Premium (New Status)		
Plan	Tier	2023 Bi-Weekly EE	Part Time Load	Part Time Bi-Weekly
<b>Jackson First</b>	EE	\$0.00	\$25.00	\$25.00
	ES	\$120.00	\$75.00	\$195.00
	EC	\$105.00	\$50.00	\$155.00
	EF	\$160.00	\$100.00	\$260.00
<b>Select HMO</b>	EE	\$55.00	\$50.00	\$105.00
	ES	\$221.43	\$100.00	\$321.43
	EC	\$188.01	\$75.00	\$263.01
	EF	\$314.98	\$125.00	\$439.98
<b>POS</b>	EE	\$165.00	\$100.00	\$265.00
	ES	\$505.59	\$150.00	\$655.59
	EC	\$419.48	\$125.00	\$544.48
	EF	\$873.98	\$175.00	\$1,048.98

Note: Based on 2023 biweekly rates.