

**A G R E E M E N T**  
**BETWEEN**  
**SHANDS HOSPITAL**  
**AND**  
**FLORIDA COUNCIL 79,**  
**AFSCME AFL-CIO**  
**MAY 2021 – APRIL 2024**

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## **AGREEMENT**

This AGREEMENT, effective **MAY 1, 2021** between SHANDS HOSPITAL AT THE UNIVERSITY OF FLORIDA, hereinafter called the Employer, and the FLORIDA COUNCIL 79, AFSCME AFL-CIO, hereinafter called the Union, representing the employees in the Patient Care and Ancillary Services Units described herein.

## **PREAMBLE**

WHEREAS, it is the desire of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its Employees, both collectively and individually, and to protect the public by assuring, during the term of this Agreement, the orderly and uninterrupted operations and functions of the Employer's facilities; and

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1.**

Shands Hospital at the University of Florida, hereby recognizes the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, FLORIDA COUNCIL 79 AFL-CIO, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees of the Hospital in the following described Units:

#### **POSITIONS UNDER AFSCME**

**SEE APPENDIX I**

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Except as expressly limited by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including but not limited to, its rights to determine, and from time to time re-determine the number, locations and type of its various operations, functions, and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operations, functions or services, in whole or in part, to transfer its operations, functions or services, either in whole or in part; to any of its departments or other divisions; to subcontract or lease all or part of its functions; to select and direct the employee working force in accordance with requirements determined by the Employer; to create or discontinue job classifications; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, terminate, or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge, or otherwise discipline employees for just cause; to alter or vary past practices and otherwise to take such measures as the Employer may determine to be necessary to the orderly and efficient operation of its various operations, functions, and services.

**ARTICLE 3**  
**DUES CHECKOFF**

**Section 1. Deductions**

- A. During the term of this Agreement, the Employer agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by an accredited officer of the Union to the Employer, from the pay of those employees in the bargaining units who individually make such request on a written checkoff authorization form provided by the Union. Such deduction will be made by the Employer when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Employer. The Union shall advise the Employer of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.
- B. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- C. The Employer shall not provide dues deduction from the pay of employees covered hereunder to any Union other than the Union party to this Agreement.

**Section 2. Remittance.**

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative, as designated in writing by the Union, by the Employer on either a bi-weekly or monthly cycle.
- B. The list and deductions shall be forwarded to the Union as soon as practical after deductions are made.

**Section 3. Insufficient Pay for Deduction**

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

#### Section 4. Indemnification

The Union shall indemnify, defend and hold the Employer, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Employer, its officials, agents and employees in complying with this Article. The Union shall promptly refund to the Employer any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the Employer has agreed to deduct.

#### Section 5. Dues Checkoff Authorization Form

- A. The union shall provide acceptable authorization forms necessary to deduct membership dues from bargaining unit employees. Bargaining unit employees who wish to initiate dues deduction, may submit the appropriate form(s) and signatures electronically or in hard copy.
- B. The authorization form shall include at least the following information: Name, Employee ID and Unit/Department in which employed. If the form is completed online on the Union's website at [www.afscme1.org](http://www.afscme1.org) the Union will submit the form directly to Employer. If the Employee emails or provides a hard copy to Employer, it should be sent to the Employee Relations Office. The Dues Checkoff Authorization form shall include a provision where an employee may voluntarily have monies withheld for contribution to the Union's Political Action Program. The Employer agrees to deduct and remit these contributions in the same manner as regular dues deductions; provided that the Employer need only deduct a uniform amount for such program.
- C. Changes in the Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.

#### Section 6. Dues Cancellation

Each employee who, on the effective date of this contract who has authorized the checkoff of union dues, and each employee who executes such an authorization after that date shall not be allowed to revoke such authorization except in accordance with the following procedure:

The employee shall complete and sign an approved Deduction Cancellation Form and send to the Union and to the Employee Relations Department. The form shall contain the employee's name, and Employee ID#.



## Section 7. P.E.O.P.L.E

The employer agrees to deduct from the wages of any employee who is covered by this agreement a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision from each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The employee may rescind the deduction by giving written notice to the Employer (with a copy to be provided to the Union).

## **ARTICLE 4**

### **NO DISCRIMINATION**

#### **Section 1. Non-Discrimination Policy - State-Federal Law**

The Employer and the Union shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

If an employee feels that the Employer has violated the provisions of this section, the employee shall have the choice of seeking to remedy such violation under grievance and arbitration procedures, hereunder or preceding with other available non-contract remedies.

If an employee elects to utilize the grievance and arbitration procedures, the employee shall sign an agreement that such procedures shall be the employee's exclusive avenue of recourse. Should the employee breach such agreement all grievance and arbitration procedures shall terminate.

Claims of discrimination by the Union against the Employer shall be grievable under the provisions of Article 6 (Grievance Procedure) of this Agreement.

#### **Section 2. Non-Discrimination Policy - Union Membership**

- A. Neither the Employer nor the Union shall interfere with the right of the employees covered by this Agreement to become or refrain from becoming members of the Union, and neither the Employer nor the Union shall discriminate against any such employee because of membership or non-membership in any employee organization.
- B. Any claim of discrimination by an employee under this Section of Article 4 shall be grievable under the provisions of Article 6 (Grievance Procedure) of the Agreement.
- C. The parties in redrafting a new form of contract will eliminate all gender-based reference and substitute therefore the noun "employee" or "arbitrator," or otherwise rephrase the language to avoid the need for a gender-based term.

- D. The Union shall have the right to consult on issues of sexual harassment with the Senior Vice President of Human Resources or their designee.
- E. The Employer agrees to take appropriate action if it finds an employee has engaged in harassment, including sexual harassment.
- F. Any claim of sexual harassment by an employee against the Employer, its officials, or representatives, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law and not through Article 6 herein. When the Union submits to the Senior Vice-President of Human Resources or their designee claims of sexual harassment, the Employer shall inform the Union as to the steps taken to see that sexual harassment, if occurring, is eliminated.

**ARTICLE 5**  
**UNION REPRESENTATION AND ACTIVITIES**

**Section 1. Representation**

The Union shall select not less than fifteen (15) stewards with the exact number to be agreed upon between the Employer and the Union. The Union shall provide the Employer with a list, with such additions or deletions as may from time to time be necessary, of its stewards. The Union shall provide this list to Employee Relations.

**Section 2. Processing Grievances**

After having requested and been given prior approval of the immediate supervisor, the steward may be allowed a reasonable amount of time to process grievances during regular work hours, without loss of pay or other benefits. Approval of time off will not be unreasonably withheld, provided such time can be allowed without interfering with, or unduly hampering the operations of the unit to which the steward is regularly assigned. The steward will secure approval of the supervisor in the area where the grievance is to be investigated and will conduct the investigation in a way that does not interfere with the Employer's operations.

**Section 3. Bulletin Boards**

- A. The Employer shall provide the Union with bulletin board space on not less than twenty (20) bulletin boards at locations mutually agreed acceptable to the parties.
- B. The Union bulletin board shall be used only for the following notices:
  - 1. social functions
  - 2. Union meetings
  - 3. Union elections and appointments
  - 4. reports of Union committees
  - 5. Union benefit programs
  - 6. current Union contract

7. educational, professional, (training) and recreational programs, and
8. grievance reports.

C. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the Employer or any of its officers or employees; nor shall any posted materials violate or have the effect of violating any law, rule, or regulation.

D. Postings must be dated and bear the signature of an authorized Union representative.

#### Section 4. Class Specifications/Rules

The Employer will provide the Union with job descriptions and Human Resources Policies and Procedures which affect employees within the bargaining units.

#### Section 5. Representative Access

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, District Council representatives or International Union representatives, shall have access to the premises of the Employer which are available to the public. Officials, as designated above, shall be permitted to talk with bargaining unit employees before or after working hours or during meal periods on the Employer's property in accordance with applicable law. If any area of the Employer's premises are restricted to the public, permission must be requested of the Sr. Vice-President of Human Resources, or their designee, to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate matters relative to the administration of this Agreement. Such access shall not be used so as to interfere with the operation of the Employer's facility.

#### Section 6. Consultation

A. In order to provide a means for continuing communication between the parties and upon request of the Union Staff Representative or Local President, the Employer, through its

designated representative and not more than four (4) representatives of the Union shall meet and consult quarterly. In the President's absence, the Vice-President or Chief Steward may act on the President's behalf.

- B. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement and matters which are not covered by this Agreement. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. Such meetings shall be held at the Employer's facility. The parties shall exchange agendas indicating the matters they wish to discuss no later than seven (7) calendar days prior to the scheduled meeting date.
- C. Consultation meetings shall be held during the employee's regular scheduled working hours. Employees participating in the consultation meetings shall be excused without loss of pay. Should a consultation meeting involve employees from differing work shifts, the Union's Chief Spokesperson and the Employer, through its designated representative, shall mutually agree on a time.
- D. If, following a consultation meeting, one party sets forth in writing the result of the meeting and forwards a copy of those results to the other party, that party shall respond to the other party as to the accuracy of the writing.

#### Section 7. Contract Negotiations

The employees who are selected by the Union to serve on its negotiation team shall be granted administrative leave with pay for up to three (3) days for the purpose of contract negotiations. The employee who is on the negotiation team shall be compensated or paid by the employer for the hours and/or time the employee would be scheduled to work if the employee was not participating in negotiations. The provisions of this clause may be extended by mutual agreement.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

It is the policy of the Employer and the Union to encourage discussion on an informal basis between a supervisor and an employee of an employee complaint. Such discussion should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure; provided, however, that resolution of a grievance is consistent with the terms of this Agreement. An employee's complaint should be presented and handled promptly and should be resolved at the first level of supervision with the authority to adjust the grievance.

**Section 1. Definitions**

- A. "Grievance" is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in other articles of this Agreement.
- B. If an employee has a grievance which may be processed under this Grievance Procedure and which may also be grieved through the Shands Hospital Grievance Procedure, the employee shall indicate prior to Step 1 which procedure the employee is going to use and such decision shall be binding on the employee. An employee who decides to use one procedure shall not use the other procedure for processing the same grievance.
- C. An employee who decides to use this Grievance Procedure also may at any time indicate that the employee shall be represented by the Union, but once the employee chooses Union representation, the employee may not proceed without the participation of the Union. If the employee elects to be represented by the Union any decision mutually agreed to by Shands and the Union shall be binding on the employee.
- D. If the employee decides not to be represented by the Union, any adjustment or modification of the grievance shall not be inconsistent with the terms of the collective

bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

- E. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any scheduled Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative.
- F. As used in this Article, the term "employee" shall mean also a group of employees having the same grievance. In such event, one employee shall be designated by the group or Union to act as a spokesperson and be responsible for processing the grievance.
- G. A dispute involving the interpretation or application of a provision of this Agreement which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this Procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.
- H. The term "days" as used in this Article shall mean calendar days, excluding weekends and any day observed as a holiday pursuant to this Agreement.

## Section 2. Procedures

Grievances shall be presented and adjusted in the following manner:

- A. An employee having a grievance shall, within ten (10) days following the date the employee knows, or should have known, of the event giving rise to the grievance, discuss the grievance verbally with their supervisor in an informal manner. That immediate supervisor shall make every effort to respond to the grievance promptly.
- B. If the grievance is not resolved within seven (7) days following such informal discussion, the employee may, within fourteen (14) days thereafter initiate a formal grievance in accordance with the following procedures:



### Step 1

A written statement of the grievance signed by the employee shall be submitted to the Sr. Vice President of Human Resources, or their designee setting forth the facts on which the grievance is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested.

The Sr. Vice-President of Human Resources, or their designee shall be responsible for coordinating the meeting time and location for the Step 1 meeting between the grievant's Department Head, or designee, the grievant, and the Union to discuss the grievance. The Department Head, or designee shall communicate a decision in writing within fourteen (14) days following the conclusion of the Step 1 meeting.

### Step 2

If the grievance is not resolved at Step 1, it may be submitted in writing to the Sr. Vice-President of Human Resources, or their, designee within fourteen (14) days after receipt of the decision at Step 1. Unless otherwise notified, the Sr. Vice President of Human Resources, or their designee, shall be responsible for coordinating the meeting time and location for the grievant's Divisional Director – level leader, or their designee, to meet with the grievant and the Union to discuss the grievance. The Divisional Director level leader, or their designee, shall communicate a decision in writing within fourteen (14) days following the conclusion of the Step 2 meeting.

### Step 3

If the grievance is not resolved at Step 2, it may be submitted in writing to the Sr. Vice-President of Human Resources, or their designee, within fourteen (14) days after receipt of the Step 2 decision. The Sr. Vice-President of Human Resources, or their designee shall be responsible for coordinating the meeting time and location for the Sr. VP & Chief Operating

Officer, or similarly situated leader, depending upon reporting structure, or their designee, the grievant, and the Union to meet and discuss the grievance. The Executive Vice President/designee shall communicate a decision in writing within fourteen (14) days following the conclusion of the Step 3 meeting.

#### Arbitration

If the grievance is not resolved at Step 3, it may be submitted to arbitration on an Arbitration Request form within thirty (30) days of the receipt of the decision at Step 3. The party desiring arbitration shall request a panel of nine (9) arbitrators from the Central Florida Region of the Federal Mediation and Conciliation Service within sixty (60) days of submission of the Arbitration Request form or the grievance will be deemed abandoned and no longer arbitrable. Within thirty (30) days of receipt of the list from the Federal Mediation and Conciliation Service, the parties shall alternately strike names from the list and the last person remaining shall be the arbitrator. The party to strike first shall be determined by the flip of a coin.

The arbitrator shall issue the decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later. The decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted. The arbitrator shall limit the decision strictly to the application and interpretations of the specific provisions of this Agreement and the arbitrator shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement

or of applicable law or rules or regulations having the force and effect of law; or

- b. Limiting or interfering in anyway with the powers, duties, and responsibilities of the Employer except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement; or
- c. Where an administrator, Department Head or Sr. Vice President, Human Resources, or their designee, has made a judgement involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the Administrator, Department Head or the Vice- President, Human Resources/designee. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.

The arbitrator may fashion an appropriate remedy where the arbitrator finds a violation of this Agreement. An appropriate award may include back pay; however, no award for back pay shall exceed the amount of pay the employee would otherwise have earned at the employee's regular rate of pay. A monetary award by the arbitrator shall not exceed the actual loss to the grievant and will not include punitive damages.

The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, shall be final and binding on the Employer, the Union, and the Grievants).

The fees and expense of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expense of its own representatives, attorneys and witnesses.

### Section 3. Time Limits

- A. Failure to initiate or appeal a grievance within the time limits in Section 2 above shall be deemed a waiver of the grievance.
- B. Failure at any step of this procedure to communicate the decision on a grievance within a specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.
- C. The number of days indicated at each step should be considered as the maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

### Section 4. General Provisions

- A. If a grievance arises from the action of an official higher than the Department Head, the grievance may be initiated at Step 2 or 3 as appropriate, by submitting a grievance form and following the same processes set forth in Step 1.
- B. The written submission of a grievance to Steps 2, 3, or Arbitration shall include a copy of the grievance forms submitted at the initial formal step and the written decisions at each preceding step of the grievance procedure.
- C. Individuals will not be disciplined, retaliated against or harassed as a result of using the process outlined in this Article.
- D. If a grievance meeting is held during the working hours of any required witnesses, such witnesses shall be excused without loss of pay for that purpose. Employees shall be compensated for attendance at the grievance meetings outside of regular working hours when attendance is required by management.

- E. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of; subject, however, to the final disposition of the grievance.
- F. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Employer or the Union in other cases. The Union shall not be bound by the decision of any grievance or arbitration in which the employee chose not to be represented by the Union.
- G. Employees who have not successfully completed their probationary period shall not have access to the grievance or arbitration proceeding contained herein.
- H. Termination of employment, written corrective action with suspension and demotions for cause may go immediately to Step 3 in the grievance process.

## ARTICLE 7

### DISCIPLINE AND DISCHARGE

#### Section 1. Disciplinary Action

A. An employee who has successfully completed the probationary period may be disciplined only for just cause within 30 days of management being made aware of the incident provided that, in the event the Union wishes to attend the administration of the discipline, the Union must attend same within the 30-day period, or management may move forward with the administration of the discipline without the Union present. Prior to a disciplinary interview, employee, upon request, is entitled to have a Union representative at such meeting to address any disciplinary investigation in which the employee is being questioned relative to alleged misconduct of the employee. Employees under this Agreement shall be subject to disciplinary action in accordance with this Agreement only.

B. Disciplinary action shall include the following:

- (1) Verbal Warning
- (2) Written Corrective Action
- (3) Written Corrective Action with Suspension
- (4) Dismissal

#### Section 2. Employees Who Have Successfully Completed Their Probationary Period

A. A complaint by an employee with regular status concerning a Verbal Warning shall not be grievable under the provision of this Agreement.

B. A complaint by an employee with regular status concerning a Written Corrective Action may be processed under the provision of Article 6 (Grievance Procedure) of this Agreement.

#### Section 3. Employee Copy

Any written corrective action shall be given to the employee and shall outline the reason for the corrective action. The employee will be requested to sign the corrective action document.

If the employee chooses not to sign, this refusal shall be noted on the corrective action

document. If the employee signs the corrective action, the signature shall only acknowledge, that the incident was reviewed with the employee and a copy of the corrective action was made available to the employee. The employee's signature does not indicate agreement with the action taken nor does it mean the employee disagrees with the corrective action.

Regardless of whether or not the employee signs the corrective action document, the employee may have an opportunity to submit a written statement responding to the corrective action. The employee's responding statement will be attached to the corrective action document and stored in the employee's permanent Human Resources file.

#### Section 4. Notice

After a corrective action/ disciplinary document/or detrimental document has been on file in the employee's Human Resources file for a period of twelve (12) months, that document shall not be used in any adverse way against the employee or relied upon by management during future progressive corrective action/ progressive disciplinary actions against the employee.

#### Section 5. Grievance

The Union and the Hospital Management agree that suspensions, demotions for cause and termination of employment may be appealed immediately at Step 3 of the grievance process. The Step 3 meeting will be scheduled within fourteen (14) days (as defined by Article 6. Section 1(H)), of the date the grievance is received by the Sr. Vice President of Human Resources, or their designee

#### Section 6. Supporting Information

If an Employee files a grievance challenging any discipline received, upon request by the Union, the Employer will provide to the Union all documents, statements, policies, and all other information used or relied upon in reaching their decision to discipline an Employee.

#### Section 7. Location of Corrective Action Administration

No administrator, management, and/or other persons shall take formal disciplinary action against a member of the Bargaining Unit in a public setting. When formal disciplinary action is taken, it shall be out of public view.



## ARTICLE 8

### SENIORITY, LAYOFFS AND JOB SECURITY

#### Section 1.

Seniority shall be defined as the length of time an employee has been continuously employed by the Employer from the last date of employment. Employees who became employed by the Employer directly from the State of Florida on July 1, 1980 shall be credited with the years of service such employee held in employment with the State.

#### Section 2.

Seniority shall be broken when an employee;

- a. voluntarily resigns;
- b. is discharged for cause;
- c. is laid off for a maximum period of two (2) years;
- d. retires;
- e. fails to report following the termination of an authorized leave of absence;
- f. fails to report for work for two (2) days consecutive scheduled work days without notifying the Employer; unless the employee demonstrates that it was impossible for the employee to contact the immediate supervisor, the Human Resources office or the director-on-call, but in any event, seniority will cease if an employee fails to report or call in for three (3) consecutive scheduled shifts; or
- g. changes status from full-time or part-time regular to less than part-time regular.

#### Section 3.

In the event of a layoff or job elimination caused by sub-contracting or otherwise, probationary employees in the classifications for which a reduction is necessary shall be laid off first and regular employees in inverse order of seniority second. Seniority will be determined by calculating the employees' seniority with the employer as it relates to Full Time Equivalency (FTE) status. Part-time employees, or any employee who has worked periods at

varying FTEs, will have their seniority calculated pro-rata based on all FTE levels worked since their most recent seniority date based upon records that are accurate and available to the employer to reconstruct such history, provided the remaining employees have the ability, in the judgement of the Employer, to perform work satisfactorily and efficiently, provided, further, that the Employer's staffing and patient needs are adequately met. In the exercise of such judgement the Employer will rely upon the work record of the employees involved, their versatility to perform the tasks necessary, and shall not consider non-work-related personal differences which may exist between employee and a supervisor.

#### Section 4.

Those persons laid off last shall be the first recalled when the number of their classification is to be increased.

#### Section 5. Job Security

The Employer shall make all efforts possible to notify the Union at least thirty (30) days in advance of classes or job classifications within a bargaining unit that will be involved in a layoff of not less than one week's duration. Prior to the actual layoff of regular employees, the Employer will meet with the Union to discuss the effect of the layoff on the employees involved.

#### Section 6.

Any employee on active layoff status will be given an opportunity for re-employment in positions for which they are qualified, prior to the Employer hiring new employees.

#### Section 7.

For the purpose of layoff and recall (Section 3 above), employees on compressed schedules (e.g. 7on/7off) will be treated as full-time employees.

## **ARTICLE 9**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

#### **Section 1. Vacancies**

Employees who apply for positions within the posting period will be given first employment consideration.

#### **Section 2. Announcements**

A copy of all announcements of position vacancies will be forwarded, if requested, by the Employer to the Union. Such announcements shall contain at least the following information: position title, salary range, minimum qualifications, how to apply, and the application deadline.

#### **Section 3. Promotions**

The Employer agrees to follow its Human Resources policy in regards to promotions. In the event an employee feels the procedure was not followed, the employee may grieve the issue through the third step of the grievance procedure, but the issue is not subject to arbitration.

#### **Section 4. Corrective Actions**

Two (2) written corrective actions or a combination of a written corrective action and a suspension during a twelve-month period shall make the employee ineligible for consideration for promotion or transfer.

## ARTICLE 10

### CLASSIFICATION AND RECLASSIFICATION

#### Section 1. Classification Review

- A. When an employee or the Union alleges that the employee is being regularly required to perform duties which are not included in the job description of the position being filled by the employee, the employee or the Union may request that the Employer review the duties assigned to the employee's position. Such request shall be submitted through the Vice President, Human Resources/designee's office. The employee's Department Head and the Sr. Vice President of Human Resources, or their designee shall review the duties as requested. The employee, upon request, shall have Union representation at such review. The Sr. Vice President of, Human Resources, or their designee shall be responsible for coordinating the time and location for the employee, Union and the Department Head to review the duties. The employee will receive a copy of the decision.
- B. If the employee or the Union is not satisfied with the decision, the employee or the Union may request review by the Executive Vice President, Human Resources, or their designee. Such request shall be submitted through the Sr. Vice President of Human Resource, or their designee.
- C. The decision of the Executive Vice President, or their designee as to the scope of the job description shall be final and binding on all parties.
- D. Employees and supervisors are encouraged to work cooperatively in assessing the job content of each job covered by this Agreement. Employees may be requested to complete a job description questionnaire reflecting the duties that they perform; should they refuse, no disciplinary action will be imposed.

However, in those cases where an employee declines to complete a job description outlining the duties and responsibilities being performed, such job description shall be

completed by the immediate supervisor who shall give a copy to the employee. Such job description shall be the official description.

**Section 2.**

If new classifications are created or if any job classifications are eliminated during the term of this Agreement, the Employer and the Union shall meet and bargain over the wages to be paid.

## ARTICLE 11

### HUMAN RESOURCES RECORDS

There shall be only one official employee Human Resources file for each employee, which shall be maintained in the Employer's Human Resources Department.

If any derogatory material such as written corrective actions and/or letters of counseling are placed in an employee's Human Resource file, a copy will be sent or given to the employee. The employee will have the right to submit a written statement in response to such material filed and the employee's response will be included in the employee's Human Resources file.

An employee will have the right to review the employee's own Human Resources file at reasonable times under the supervision of the designated records custodian.

Where the Employer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's Human Resources file in error, or is otherwise invalid, such document shall be removed by the Employer, or shall be placed in an envelope together with a letter of explanation. The envelope shall be sealed, stamped "Not Valid" and returned to the employee's Human Resources file.

## **ARTICLE 12**

### **HOURS OF WORK/OVERTIME**

#### **Section 1.**

The work week shall begin at twelve (12) o'clock midnight on Saturday and consist of the next seven (7) calendar days, ending at twelve (12) o'clock midnight the next Saturday.

#### **Section 2.**

Employees covered by this Agreement shall receive overtime compensation for all hours worked in a normal work week in excess of forty (40) hours at a rate of one and one-half (1½) times the employee's regular hourly rate of pay, provided that as an alternative, the Employer retains the right to place employees on a system which overtime compensation of one and one-half (1½) times the employee's regular hourly rate shall be paid should the employee work more than eight (8) hours in one day or more than eighty (80) hours in one two-week pay period. The Employer shall provide not less than one week notice to the employees to be affected by a change in the system of overtime calculation.

#### **Section 3.**

When overtime work is necessary for the efficient operation of the Employer's facility, the Employer shall first seek volunteers for such work from the work area where overtime is needed, provided that the Union and the employees recognize their obligation as health care employees to work such overtime as may be required for the adequate total care and comfort of the patients.

#### **Section 4.**

The Employer shall attempt to distribute overtime equitably among employees in the work area affected.

#### **Section 5**

There shall be no pyramiding of overtime or other premium compensation.

## Section 6.

Only time actually worked at the Employer's direction shall be counted as hours worked for the purpose of computing overtime pay.

## Section 7. Work Schedules

- A. Except in emergency situations, normal work schedules showing the employee's shifts, workdays and hours will be posted on applicable bulletin boards communicated to the employees no less than ten (10) calendar days in advance, and will reflect at least a two (2) work week schedule; however, the Employer will make a good faith effort to reflect a one (1) month schedule. With the prior written approval of the supervisor(s) and provided there is no overtime or other penalty to the Employer, employees may mutually agree to exchange days or shifts on a temporary basis.
- B. Where work schedules are rotated, the Employer will make a good faith effort to equalize scheduled weekend work among employees covered by this Agreement in the same functional unit whenever this can be accomplished without interfering with efficient operations.

When an employee's shift has been changed, the Employer will make a good faith effort to schedule the employee to be off work for a minimum of two shifts.

Except in emergencies, employees will not be required to work more than two different shifts in a work week.

When work schedules are rotated, the Employer will attempt to grant at least one (1) weekend off per month.

## Section 8. Rest Periods

When practical, employees who work at least an 8-hour shift will be provided a fifteen (15) minute rest period during each one-half of their work shift (with a maximum of two fifteen (15) minute rest periods per each 8-hour (or greater work shift). The rest period shall be scheduled whenever possible at the middle of such a one- half shift. Rest periods are to be



determined by the employee's immediate supervisor, department manager, or designee (to include dispatcher) depending on the needs of the departments. The Employer, however, shall vary the scheduling of such period when the demands of work so require. It is understood that when an employee is working in an area where the employee may take such break in the cafeteria without extending the break period, the employee may take this break in the cafeteria. No supervisor shall unreasonably deny an employee a rest period as provided herein. However, it is recognized that a few positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave the post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of their duty post.

#### Section 9.

A part-time regular employee is defined as one who is budgeted to work at least twenty (20) hours per work week, but less than forty (40) hours per work week. Persons scheduled less than twenty (20) hours per work week or other temporary employees are not covered by this Agreement.

#### Section 10

Part-time regular employees shall be entitled to fringe benefits provided herein on a pro-rata basis to full-time employees up to the maximum received by full-time employees.

#### Section 11.

For so long as the Employer maintains compressed schedules other than "normal" 40 hour/five-day weeks, the following conditions shall apply:

- 7on/7off employees are normally scheduled to work 64 hours (2 twelve hour shifts and 5 eight-hour shifts).
- Paid Time Off for a 12-hour day will be paid as 12 hours provided the employee has that much time in his/her PTO account.

- Employees working predominantly 7on/7off are eligible for a personal holiday pro-rated at the .8 FTE rate.
- 7on/7off employees are entitled to administrative leave for continuing education (2 8-hour days).
- When a 7on/7off employee works over his normally scheduled 64 hours, he/she will be paid overtime for those hours worked over 40 hours in a work week.
- Employees working a 7on/7off schedule are eligible for 9 holidays each year. For each holiday, the employee will have 6.4 hours of PTO time added to their PTO balance, or be paid for 6.4 hours holiday on the time sheet for the pay period in which the holiday falls.
- Employees working on compressed schedules will receive medical credits and short-term disability benefits at a rate equivalent to that of a full-time employee.
- Employees who regularly work a management approved compressed schedule of .8 or greater will accrue holiday time and pay at the 1.0 FTE rate including the personal holiday.

## **ARTICLE 13**

### **LEAVE OF ABSENCE**

#### **Section 1. Fitness for Duty**

- A. If the Employer determines that an employee is unable to perform assigned duties due to illness or injury that is personal in nature, the employee may be required to submit to medical examination by a healthcare provider compensated by the Employer. If the medical examination confirms that the employee is unable to perform the essential job functions, the Employer may place the employee off work until the employee is able to perform essential job duties.
- B. The employee shall be informed in writing of the duration of the mandatory leave and the conditions under which the employee may return to duty.
- C. Accrued Paid Time Off (PTO) must be used for absences and with exhaustion of PTO, the employee may be placed on a leave of absence without pay. At the end of such thirty (30) day leave, without pay, the Employer may:
  - 1. Approve an extension of thirty (30) days leave without pay.
  - 2. Request the employee's resignation.
  - 3. Dismiss the employee for cause, inability to perform duties.

#### **Section 2. Personal Leave Without Pay**

Leaves of absence for all employees are subject to the employer's policy on Leaves of Absence.

### Section 3. Bereavement Leave

- A. An employee, upon request, shall be granted three (3) days of Bereavement Leave, with pay, on the death of any member of the employee's immediate family. Immediate family is defined as the spouse or domestic partner and the grandparents, parents, brothers, sisters, (including stepbrothers and step sisters) children, foster children and grandchildren of both the employee and the spouse or domestic partner.
- B. An employee shall request such Bereavement Leave from their department head or designee and may be asked to submit a written and signed statement containing the name of the deceased and the relationship of the deceased to the employee.
- C. Nothing herein shall prevent the Employer's Sr. Vice President of Human Resources or their designee from granting bereavement leave for deaths where the relationship between the employee and the deceased was essentially the same as would normally be expected to exist between the employee and one of the employee/relative relationships noted above.

## ARTICLE 14

### MILITARY DUTY

#### Section 1.

Any employee who enters either active or inactive training duty or service in the armed forces of the United States will be given a leave of absence. Upon termination of such leave, the employee shall be offered re-employment in their previous position or a position of like status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, provided they meet the following requirements:

1. has not been dishonorably discharged
2. is physically able to do the work
3. reports to work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one year.

#### Section 2.

An employee that is a member of a Reserve or National Guard unit of the United States Armed Forces shall be granted Administrative Leave without loss of benefit accruals. The employee shall be compensated by UF Health for the difference in the pay between their UF Health regular wage and their military pay for a maximum of fifteen (15) days active duty per year. If the military duty pay exceeds the employee's UF Health regular wage, the employee will keep the full amount of their military pay. Employees may elect to take paid vacation time (PTO) concurrent with their military leave.

Section 3.

Employees called to active duty are required to give as much notice as possible of their dates if such duty. From time to time the Hospital may request an employee to obtain new order to alleviate shortages and scheduling problems in the interest of maintaining adequate patient care.

## **ARTICLE 15**

### **JURY DUTY**

#### **Section 1.**

An employee shall be granted time off with pay for all regularly scheduled time not worked because of jury duty.

#### **Section 2.**

An employee shall be required to furnish to the department head or designee satisfactory evidence that jury duty was performed on the days for which jury duty pay is claimed.

#### **Section 3.**

In order to be eligible for jury duty pay, an employee shall be required to notify the department head upon receipt of the jury duty summons.

#### **Section 4.**

An employee excused from jury duty, either temporarily or permanently, shall contact the department head or designee immediately.

#### **Section 5.**

On the date that persons regularly assigned to shifts other than the day shifts are required to serve on jury duty, such employees shall be entitled to have time off equivalent to that which day shift employees would enjoy.

#### **Section 6.**

In order that employees not be penalized for the performance of their civic duty, UF Health will pay the difference between jury duty pay and their regular salary for each day of jury duty which is a regularly scheduled work day, up to a maximum of ten (10) working days.

## ARTICLE 16

### WORKERS' COMPENSATION

#### Section 1

This article applies only to injuries which are compensable under the Florida Worker's Compensation laws.

#### Section 2.

If, as a result of on the job-related injury, the employee is unable to resume work at the end of the seven (7) calendar day period or after the fifth intermittent work day, the employee has the following options:

1. The employee may elect to use accrued Paid Time Off in order to receive salary payments that will increase the Worker's Compensation payments to the total base salary being received prior to the occurrence of the disability; or
2. If the employee elects not to use accrued Paid Time Off, the employee shall revert to normal Worker's Compensation benefits.

#### Section 3.

In addition to the paid leave provided above, the Employer may make individual financial arrangements, from time to time and at the Employer's discretion, with employees suffering compensable injuries.

#### Section 4.

Employees on Workers' Compensation leave shall not accrue Paid Time Off benefits.

#### Section 5.

Leave without pay may be granted for compensable injuries.



## ARTICLE 17

### TRAINING

#### Section 1.

The Employer will post any applicable training programs and courses in the departmental designated area. Training classes also will be posted on the intranet on the Human Resources Portal.

#### Section 2.

The Employer will make every reasonable effort to continue existing training programs and to develop new programs, meeting the needs of this Bargaining Unit, where the Employer considers such programs to be necessary and where funds are available.

#### Section 3.

If an employee enrolls in an institution of higher learning in course(s) related to the employee's profession and such employee successfully completes such course(s) with a grade of "C" or better, the Employer will reimburse the employee for the cost of tuition for such course(s) as provided in policy HR509 Tuition Reimbursement Procedure for UF Health Shands Hospital. The provisions of this Section shall be broadly construed to allow employees to enhance their employment opportunities.

#### Section 4.

The Employer will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position.

#### Section 5.

Employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall be granted two (2) days administrative leave per fiscal year toward the fulfillment

of such continuing education requirements. Additional time may be allowed as outlined in Section 4.

Section 6.

The Employer may, from time to time, organize hospital sponsored programs to assist employees in preparing for the G.E.D. examinations. Time spent in such programs shall not constitute hours worked and no pay or benefits accrue for such programs. The Union may secure names of persons desiring such courses, and if sufficient response is submitted to the Sr. Vice President of Human Resources, or their designee, a program shall be arranged.

## **ARTICLE 18**

### **OUT-OF-TITLE WORK**

#### **Section 1. Pay for Assignment to Higher Classification**

Each time an employee is officially designated by the appropriate supervisor to act in a position in a higher classification than the employee's regular classification, and actually performs said duties for a period of time more than fourteen (14) consecutive calendar days, the employee, beginning on the 15th day of such assignment, shall receive additional hourly pay in an amount equal to that which the employee would receive if the employee were promoted to such higher classification. However, if the vacancy in the higher classification is known to be regular at the time an employee is temporarily assigned to such position, and the employee is not subsequently given regular appointment to the position, the employee shall be paid the additional hourly rate indicated above for the first fifteen (15) consecutive calendar days worked. When an employee has received a pay increase under the provisions of this section and is subsequently regularly appointed to the position, the employee will not be eligible for a second promotional pay increase. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class is ended. The Employer shall not abuse the right to temporarily assign an employee to a higher classification by repeatedly assigning the employee to a higher classification for periods of less than fifteen (15) days.

## **ARTICLE 19**

### **HEALTH AND SAFETY**

#### **Section 1.**

Any employee becoming aware of a work-related accident shall immediately notify the supervisor of the area where the incident occurred.

#### **Section 2.**

When an employee believes that an unsafe working condition exists in the work area, the employee shall immediately report the condition to the supervisor. The supervisor shall investigate the report, and shall make a reasonable effort to take appropriate action in the judgement of the Department Head.

#### **Section 3.**

The Employer shall place one employee, selected by the Union, on the Employer's Safety Committee.

#### **Section 4.**

The Employer agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and Local Law. The Employer and the Union will cooperate in the continuing objective of eliminating safety hazards due to unsafe working conditions.

#### **Section 5.**

The Union may submit safety recommendations from time to time. Such protective devices, apparel and equipment when provided, must be used. Willful neglect and failure by an

employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

**Section 6.**

Any medical report contained in the Employee's medical records on the Employee shall be made available to the Employee upon the Employee's request.

## ARTICLE 20

### ON-CALL ASSIGNMENT - CALL BACK

#### Section 1. Definition

On-call assignment shall be defined as any time when the Employer has instructed the employee, in writing, to remain available to work during an off-duty period. An employee who is so instructed shall be required to remain in a fixed location, or leave word where the employee may be reached by telephone, or by an electronic signaling device in order to be available to return to a work location on short notice to perform assigned duties.

#### Section 2. On-Call Fee

Employees who are required to be on-call shall be compensated by payment of \$3.00 for each hour of on-call status. Employees shall receive such amount regardless of whether they were requested to report to the employer's facility.

#### Section 3. Call Back

An employee called back to work beyond the employee's scheduled hours of work for that day shall be credited for the actual time worked, or a minimum of two (2) hours, whichever is greater. The rate of compensation shall be in accordance with this Agreement.

## ARTICLE 21

### PAY PLAN

#### Section 1.

The parties agree that the pay system that can best serve the interests of both the employees and UF Health Shands is composed of two factors:

- A. Pay ranges for each classification that is competitive in the market area.
- B. Pay increases within those ranges based upon a fair and objective annual evaluation of each employee's contribution to the success of the organization.

#### Section 2.

The pay ranges for all classifications, effective **August 8, 2021** shall be that contained on **Appendix I** to this agreement.

#### Section 3.

Employees' pay shall be adjusted based upon the outcome of an annual performance evaluation with such adjustment effective on the employee's anniversary date of current job. This shall not affect anniversary date of hire.

#### Section 4.

The employee's pay shall be adjusted according to the outcome of the evaluation as applied to the standards set forth in the pay adjustment matrix Appendix hereto.

#### Section 5.

UF Health Shands agrees to provide adequate training to all evaluators to ensure that those evaluators use objective measurements of the employee's performance as required by the pay for performance system.

#### Section 6.

The outcome of evaluations shall not be subject to the procedures of Article 6 herein. If an employee is evaluated as *Needs Improvement* the employee shall be reevaluated at the completion of six months. If the reevaluation results in an evaluation of *effective*, any

eligibility for increase will be reflected as noted on addendum. Only as to employees who are evaluated as needs improvement, AFSCME representatives may present a complaint to the Employee Relations department where the representative believes the evaluation was arbitrary and capricious.

#### Section 7.

Employees who are assigned to work a shift starting after 2:00 p.m. or where the majority of hours are worked after 4:00 p.m. will receive a 10% shift differential. Employees who are assigned to work a shift where the majority of hours are worked after 12:00 midnight will receive a 15% shift differential. Employees who are assigned to work weekend day shifts shall receive a 10% shift differential.

#### Section 8.

Employees whose current pay would be increased beyond the maximum of the range as a result of the evaluation shall be limited to an increase not to exceed the range maximum. Employees near the maximum of the range who are evaluated as Outstanding and do not receive the full base rate increase for which they are eligible, shall be eligible for an additional one to two percent lump-sum bonus, not to exceed their total eligible percentage award.

#### Section 9.

Nothing contained in this Agreement shall grant the right to reduce wages in the current contract without formal written authorization of both Council 79 and the employer. However, the pay ranges covered by this Agreement set the minimum wage levels to be paid to employees, and the employer may pay more compensation to employees based on factors such as market driven wage competition and/or excessive employee turnover.

The union shall be notified of any adjustments pursuant to this Section at least ten (10) calendar days prior to the effective date of such adjustments. At the time of receiving any such notifications under this Section, the union may request in writing within ten (10) working days that the employer review other classifications the union believes also warrant adjustment. The employer agrees to consider such requests and to respond to the union in writing within



ten (10) working days if further adjustments regarding the classification the union brought forward will be made or not.

## ARTICLE 22

### FRINGE BENEFITS

#### Section 1. Paid Holidays

A. The following days shall be recognized as paid holidays:

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. Employees who are not scheduled to work on the day of a paid holiday shall receive eight (8) hours of Paid Time Off (PTO) added to their PTO account, or upon request the employee may receive pay for the holiday during the pay period in which the holiday falls.

C. Employees who are required to work on the day of a holiday shall have PTO time added to their PTO account based upon his/her fulltime equivalent (FTE).

D. In addition to the holidays set forth above, all full-time, but not part-time employees shall be entitled to an additional eight (8) hours of Paid Time Off each calendar year known as the personal holiday. This time is added to the employees PTO accounts in January of each calendar year.

E. In order to be eligible for holiday pay an employee must work their last scheduled shift before the holiday and their first scheduled shift after the holiday, unless one of the following exceptions applies:

1. the employee was on scheduled PTO
2. the employee's unscheduled absences was considered "exempt" from the corrective action process due to a UF Health process, policy or decision
3. the employee worked the actual holiday (for example, the employee worked Christmas, but called in the day after Christmas, that employee would still receive the holiday benefit accrual)

4. the employee's manager chooses to provide the holiday benefit accrual for a bona fide reason after consulting with Employee Relations.

## **Section 2. Miscellaneous Benefits**

- A. The employer will select an agent for employees to defer income to a retirement plan as allowed by the IRS (Internal Revenue Service). The plan shall be available to employees through payroll deduction.
- B. The employee shall, prior to going on personal leave, make arrangements with the Employer to fund their payroll deductions, i.e., the employee does not have enough wages or no wages to cover the amount of money coming out of their check in payroll deductions.
- C. The employer agrees to offer employees a discounted rate when the employees utilize the employer's pharmacy to fill their prescriptions.

## ARTICLE 23

### PAID TIME OFF (PTO)

#### Section 1.

All UF Health Shands employees must have completed three (3) months of employment before they are entitled to the Paid Time-Off (PTO) benefit . All UF Health Shands employees must have completed a twelve (12) months probationary period of employment before they are entitled to Disability Coverage for Short Term Disability, (STD) (See HR 502-SUF) and Long-Term Disability, (LTD).

#### Section 2.

Paid Time-Off (PTO) also enables an employee to receive cash in exchange for time they accrue under the program. (See "Buy-back Option" in the Paid Time-Off (PTO) policy.)

#### Section 3.

UF Health Shands has every intention of continuing each of these benefit components, as defined, indefinitely, but must reserve the right to amend them when warranted, or suspend or terminate them should such action become necessary. Whenever there are any significant program changes, employees will be notified and any program component information and/or policy(s) will be updated.

#### Section 4. Paid Time-Off (PTO)

- A. All regular full-time and part-time employees are eligible to accrue Paid Time-Off (PTO).
- B. Paid Time-Off (PTO) is accrued per pay period into an employee's account by the Payroll Department, based on notification by the employee's supervisor on the Time and Attendance reports or the time reporting system used in the employee's department. Employee PTO account balance will be shown on each pay stub.
- C. The Paid Time-Off (PTO) account accrues time according to the employee's length of service and pay level. Accrual rate is pro-rated for regular part-time employees.

**PTO Account Accrual Table**

Years Service	Hours Accrued Per Pay Period
0 To 5	5.85
5 To 10	6.85
10 or More	7.85

- D. Holidays are added to the Paid Time-Off (PTO) account as they occur. For most employees, they will use the holiday on the day it is scheduled. Those employees who work on the holiday will have those holiday hours added to their PTO account, unless they request pay during that pay period.
- E. To use scheduled Paid Time-Off (PTO) the employee must notify their department head, or designee, in accordance with their departmental policies that the employee wants to schedule time away from work. Many departments require at least two (2) weeks advance notice of an employee's requested time off, although their supervisor can approve exceptions based on department requirements or labor contract rules. Employees are encouraged to provide as much notice of an unscheduled absence as possible. The occurrences for unscheduled absences will be prorated based upon FTE.
- F. Paid Time-Off (PTO) time is to be used for vacation periods, illnesses (less than six (6) consecutive work days), doctor's appointments, caring for family members and any other events which cause the employee to be absent from his/her job. Exceptions are Military Duty, Jury Duty, Bereavement Leave, and Long-Term Disability (LTD) Leave.
- G. An employee can use their PTO time in one-hour blocks provided it is scheduled in advance with the employee's supervisor. (Example: If an employee has a doctor's appointment they can use as little as one hour of PTO time.) An employee may still use large blocks of time, such as two (2) weeks for vacation. Employees may request and be granted large blocks of PTO so long as no work stoppages occur

and patient care is not interrupted. Employees working compressed schedules may take PTO time based on their FTE or they may use up to 80 hours of their accrued PTO per pay period for scheduled time off.

- H. To receive PTO pay for unscheduled absences, the employee must notify their department head/designee, in a timely manner, that they will not be at work. The specific notification requirement will vary by department with some departments requiring at least a two-hour notice prior to the start of the scheduled shift, for the employee to be eligible to use PTO for that shift. Any subsequent days of unscheduled absence will be paid, using PTO hours, provided the employee has sufficient hours in their PTO bank and the employee meets the notification requirements.

Employees should contact their department head to verify the exact notification requirements for their department. This notification period allows the employee's supervisor an opportunity to provide proper coverage for the employee's absence.

Two (2) times per year (June and December\*) all employees will have the opportunity to request cash for excess hours in their PTO accounts. In order to participate in these buy-backs, the employee must have more than 152 hours in his/her PTO account. The employee will have the option to request payment for any or all of the hours in excess of the 152 hours minimum.

Note UF Health Shands will honor these buy-back requests for all employees as a group at its discretion based on such factors as the corporation's financial status, external industry conditions, and governmental regulations.

- I. Upon voluntary termination, which includes retirement and resignation and with proper notice, the terminating employee will be paid 100% of the balance in their PTO account. Employees who terminate within their initial twelve (12) months of employment are not entitled to payment of their PTO account.

Employees who terminate involuntarily or without proper notice are not entitled to payment of the PTO account balance. In the event of an employee's death, 100% of the balance in the deceased employee's PTO account will be paid to the estate or designated beneficiary.

## **ARTICLE 24**

### **SHORT TERM DISABILITY (STD)**

- A. Paid Short Term Disability (STD) is an approved absence for regular full-time and part-time (20 hours per week or more) employees, to recuperate from their illness or injury, for relatively short periods of time.
- B. All regular full-time and part-time employees must have completed one (1) year of employment before they are entitled to Short Term Disability coverage.
- C. The Short-Term Disability plan covers employees after ten (10) consecutive scheduled work days of disability, a.k.a., the elimination period. An employee must use Paid Time-Off (PTO) during the elimination period. To do this the employee must have PTO available in his/her allotted or accrued PTO bank. If an employee does not have sufficient PTO available to use for the elimination period for a disability lasting more than ten (10) days, the days not covered by PTO will be unpaid.
- D. Employees are required to notify their department head or an appropriate designee immediately upon injury or start of illness. Employees will not be paid for time-off if they fail to notify their department head or an appropriate designee.
- E. For full details of the Short-Term Disability plan, refer to policy HR 502 Short Term Disability (STD).
- F. Employees on compressed schedules will be eligible for Short Term Disability benefits based upon the preponderance of schedules worked in the preceding 12 months.
- G. Employees on compressed schedules whose Short-Term Disability is determined to be less than 1.0 FTE may use their accrued PTO to supplement their Short-Term Disability to a maximum of the 1.0 FTE benefit.



## **ARTICLE 25**

### **INSURANCES**

#### **Section 1. Health Insurance**

- A. The Employer shall make available a Group Health Insurance Plan to all eligible employees. The cost of such plan will be shared by the Hospital and employees.
- B. The Employer shall provide all eligible employees with the opportunity to obtain health insurance coverage under a group plan for their qualified dependents. The cost of such plan will be shared by the Hospital and employees.

#### **Section 2. Life Insurance**

- A. The Employer shall provide a group life term insurance plan to all eligible employees. This plan shall ensure a basic life insurance benefit of one times the employees annual base salary to the employee's named beneficiary. Further, the Employer shall bear one hundred percent (100%) of the premium expense for the coverage provided under such a plan.
- B. The Employer shall provide all eligible employees with the opportunity to obtain additional group term life insurance at group rates established by the plan's underwriter. Premium expense for such additional insurance coverage is the sole responsibility of the employee.

#### **Section 3. Dental Insurance**

The employer will select an insurance carrier(s) which will make available to employees a dental insurance program. Purchase of such coverage shall be the choice of the employee and at no cost or obligation to the Employer. The Employer will provide for payroll deductions for such coverage.

## **ARTICLE 26**

### **NO STRIKE AND NO LOCK OUT**

#### **Section 1.**

The Union, its agents and the employees it represents, agree that there shall be no strike, stoppage, slowdown, sit-down, refusal to perform work, or any other interference with operations, or any picketing or any refusal to enter upon the Employer's premises for any reason whatsoever so long as this Agreement is in effect.

#### **Section 2.**

Any employee who participates in any such prohibited activities shall be subject to discharge or such lesser disciplines as the Employer in its sole discretion shall determine. However, the employee shall have recourse to the grievance procedures as to the sole question of whether the employee did, in fact, participate in any of such prohibited activities but the Employer shall not be required to prove a willful engagement in prohibited activity.

#### **Section 3.**

The Union and the employees covered by this Agreement agree that the obligations of this Article specifically prohibit the Union or any employee acting individually from honoring any picket line or otherwise lending support to a strike or similar concerted activity on the Employer's premises. Employees violating this provision may be disciplined as set forth in Section 1 above. If an employee honors another Union's picket line out of justified fear or immediate bodily harm, such act shall not be a violation of this Agreement.

#### **Section 4.**

The Employer agrees that there shall be no lockouts so long as this Agreement is in effect. Shutdowns, layoffs or work curtailments brought about by economic conditions, operational requirements, or Acts of God shall not be considered lockouts.

**Section 5.**

If any action for an injunction is filed by either party to enforce the provisions of this Article, the other party hereby unqualifiedly waives any right it may have to such injunction proceeding removed from the Courts of the State of Florida.

**Section 6.**

In an injunction proceeding to enforce this Agreement, the parties whose actions are sought to be enjoined shall be entitled to notice and an opportunity for a hearing prior to the entry of such injunction.

## **ARTICLE 27**

### **PREVAILING RIGHTS**

All pay and benefits provisions published by the Employer which cover employees in the Bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

## **ARTICLE 28**

### **Bargaining Unit Eligibility List**

The Employer shall furnish the Union with the name, address and employee provided phone number of each new employee covered by this Agreement within thirty (30) calendar days after commencement of employment.

In addition, upon request, a quarterly list shall be provided to the Union which includes the following: Employee ID, First Name, Middle Name, Last Name, home address, employee provided phone number, and personal email, if available, title/position name, work location, department name, date of hire, hourly rate of pay, and dues paying status. The Union shall not sell or otherwise utilize such list for commercial purposes.

The Employer shall also make available to the Union a monthly list of the names of employees terminated.

## **ARTICLE 29**

### **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 30**

### **SAVINGS CLAUSE**

If any provision of this Agreement is in contravention of the laws or regulations of the United States or Florida by reason of any court action or existing or subsequently enacted legislation, then such provision shall not be applicable, performed or enforced but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

## **ARTICLE 31**

### **DURATION**

#### **Section 1. Term**

This agreement shall be effective **May 1, 2021** and shall remain in full force and effect through **April 30, 2024**. The parties further agree to re-open Article 21, Pay Plan and up to three (3) other (economic and non-economic) articles as follows;

**April, 2022, to be effective July 1, 2022**

**April, 2023, to be effective July 1, 2023**

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 90 days prior to **April 30, 2024** that it desires to change or modify this Agreement. In the event no new agreement is reached by **April 30, 2024**, this contract shall be terminated, but may be extended for additional periods by the mutual consent of the parties.

Notices hereunder shall be given by registered or certified mail, and if by the Employer, shall be addressed to AFSCME, 3064 Highland Oaks Terrace, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Executive Vice President of the Employer at Archer Road, Gainesville, Florida, 32610. Either party may, by a like written notice change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

#### **Section 2. Emergencies**

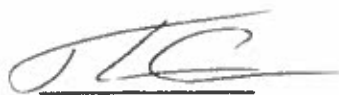
If it is determined that civil emergency conditions exist, including but not limited to riots, civil disorder, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.



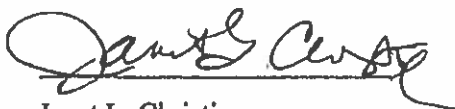
IN WITNESS WHEREOF, the parties have set their signatures this 26 day of May, 2022.

**FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES:**

**FOR SHANDS HOSPITAL AT  
THE UNIVERSITY OF  
FLORIDA:**



Thomas Cross  
Staff Representative II



Janet L. Christie  
Senior Vice President, Human Resources



**Effective June 26, 2022**

JOB CODE		TITLE	RANGE								
			PLAN	GRADE	MINIMUM	ZONE 1		ZONE 2	ZONE 3		

**UF Health Shands Hospital**  
**AFSCME Job Pay Grades and Ranges**  
**Effective June 26, 2022**

<b>JOB CODE</b>	<b>TITLE</b>	<b>RANGE</b>			
		<b>ZONE 1</b>		<b>ZONE 2</b>	
		<b>PLAN</b>	<b>GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>
					<b>MAXIMUM</b>
800801	Elevator Operator	SHN	2A	15.00	16.17
545401	Endo Surg Technlgst	SHN	10A	20.65	24.29
545501	Endo Surg Technlgst Spec	SHN	10A	20.65	24.29
536001	Endoscopy Technician	SHN	6A	17.10	19.12
803101	Env Svcs Floor Finisher	SHN	2A	15.00	16.17
805201	Env Svcs Team Leader	SHN	4A	16.00	17.43
801201	Env Svcs Worker	SHN	2A	15.00	16.17
806701	F/N Asst	SHN	2A	15.00	16.17
809801	F/N Svcs Asst Transp	SHN	2A	15.00	16.17
536501	L1 Pharm Tech - Central	SHN	8A	18.45	21.25
521901	L1 Pharm Tech - Decentral	SHN	8A	18.45	21.25
524401	L2 Pharm Tech - Central Fill	SHN	9A	19.65	22.89
536601	L2 Pharm Tech - CS	SHN	9A	19.65	22.89
509701	L2 Pharm Tech - IV	SHN	9A	19.65	22.89
536801	L2 Pharm Tech - NS	SHN	9A	19.65	22.89
536901	L2 Pharm Tech - OR	SHN	9A	19.65	22.89
501301	Lab PAA/Phlebotomist	SHN	6A	17.10	19.12
				16.18	17.35
				24.30	26.11
				24.30	26.11
				19.13	20.13
				16.18	16.75
				17.44	18.15
				16.18	16.75
				16.18	16.75
				16.18	16.75
				21.26	22.65
				21.26	22.65
				22.90	24.52
				22.90	24.52
				22.90	24.52
				22.90	24.52
				22.90	24.52
				22.90	24.52
				19.13	20.13
				17.36	17.36
				27.94	27.94
				27.94	27.94
				21.15	21.15
				17.36	17.36
				18.87	18.87
				17.35	17.35
				17.35	17.35
				17.35	17.35
				24.06	24.06
				24.06	24.06
				26.14	26.14
				26.14	26.14
				26.14	26.14
				26.14	26.14
				26.15	26.15
				26.15	26.15
				26.15	26.15
				26.15	26.15
				21.15	21.15

**UF Health Shands Hospital**  
**AFSCME Job Pay Grades and Ranges**  
**Effective June 26, 2022**

		RANGE				
		ZONE 1		ZONE 2		ZONE 3
JOB CODE	TITLE	PLAN	GRADE	MINIMUM	MIDPOINT	MAXIMUM
815901	Lift Team Tech	SHN	4A	16.00	17.44	18.87
501901	LPN	SHN	9A	19.65	22.90	26.14
527501	LPN 3-12	SHN	9A	19.65	22.90	26.14
503301	Med Lab Asst	SHN	5A	16.55	18.31	20.06
501701	Med Lab Tech	SHN	10A	20.65	24.30	27.94
502201	Med Tchnlgst	SHN	13A	25.48	30.76	36.03
524201	Med Tchnlgst - Hem Path	SHN	13A	25.48	30.76	36.03
523701	Med Tchnlgst - HLA	SHN	13A	25.48	30.76	36.03
535801	Med Tchnlgst-Point of Care	SHN	13A	25.48	30.76	36.03
808101	Mental Health Tech	SHN	5A	16.55	18.31	20.06
801501	Nsg Asst	SHN	3A	15.50	16.73	17.95
503201	OP L1 Pharm Tech	SHN	8A	18.45	21.26	24.06
537001	OP L2 Pharm Tech - IV	SHN	9A	19.65	22.90	26.14
504301	Ortho Cast Tech Sr	SHN	8A	18.45	21.26	24.06
803201	Patient Care Asst	SHN	4A	16.00	17.44	18.87
655201	Patient Dining Associate	SHN	4A	16.00	17.44	18.87
816101	Patient Support Tech Ld	SHN	4A	16.00	17.44	18.87

**Effective June 26, 2022**

JOB		ZONE 1				ZONE 2		ZONE 3		
CODE	TITLE	PLAN	GRADE	MINIMUM		MIDPOINT		MAXIMUM		
801601	Patient Support Technician	SHN	3A	15.50	16.72	16.73	17.33	17.95	17.96	19.15
814401	PCA 3-12	SHN	4A	16.00	17.43	17.44	18.15	18.87	18.88	20.30
540201	Pediatric Cardiac Sonographer	SHN	15A	31.78	38.54	38.55	41.92	45.31	45.32	52.05
532601	Pharm Tech Auto & Informatics	SHN	11A	21.70	25.78	25.79	27.82	29.87	29.88	33.94
517901	Pharm Tech Trainee	SHN	6A	17.10	19.12	19.13	20.13	21.15	21.16	23.15
531801	Pharmacy Tech - QA	SHN	11A	21.70	25.78	25.79	27.82	29.87	29.88	33.94
506601	Phys Therapy Asst	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
504401	Pulm Func Tech Reg	SHN	13A	25.48	30.75	30.76	33.39	36.03	36.04	41.30
505201	Rad Tchnlgst	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
525901	Rad Tchnlgst 3-12	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
802701	Rad Tech Asst	SHN	4A	16.00	17.43	17.44	18.15	18.87	18.88	20.30
520701	Resp Care Asst	SHN	5A	16.55	18.30	18.31	19.18	20.06	20.07	21.80
521601	Resp Care Asst 3-12	SHN	5A	16.55	18.30	18.31	19.18	20.06	20.07	21.80
530001	Resp Therapist 3-12 Reg	SHN	13A	25.48	30.75	30.76	33.39	36.03	36.04	41.30
530801	Resp Therapist 3-12 Reg Elig	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
532301	Resp Therapist Lead	SHN	13A	25.48	30.75	30.76	33.39	36.03	36.04	41.30
529801	Resp Therapist Reg	SHN	13A	25.48	30.75	30.76	33.39	36.03	36.04	41.30

**UF Health Shands Hospital**  
**AFSCME Job Pay Grades and Ranges**  
**Effective June 26, 2022**

		RANGE								
		ZONE 1			ZONE 2			ZONE 3		
JOB CODE	TITLE	PLAN	GRADE	MINIMUM		MIDPOINT		MAXIMUM		MAXIMUM
529701	Resp Therapist Reg Elig	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
802401	Ster Sup Tech	SHN	5A	16.55	18.30	18.31	19.18	20.06	20.07	21.80
802501	Ster Sup Tech Lead	SHN	6A	17.10	19.12	19.13	20.13	21.15	21.16	23.15
817801	Sterile Supp Tech Ld-Certified	SHN	7A	17.70	20.00	20.01	21.15	22.31	22.32	24.60
817701	Sterile Supply Tech-Certified	SHN	6A	17.10	19.12	19.13	20.13	21.15	21.16	23.15
655301	Support Tech	SHN	4A	16.00	17.43	17.44	18.15	18.87	18.88	20.30
665801	Support Tech 3-12	SHN	4A	16.00	17.43	17.44	18.15	18.87	18.88	20.30
502601	Surgical Tchnlgst	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
541601	Surgical Tchnlgst 3-12	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
502801	Surgical Tchnlgst Spec	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
541701	Surgical Tchnlgst Spec 3-12	SHN	12A	22.95	27.64	27.65	29.99	32.34	32.35	37.03
541001	Surgical Tchnlgst-CSS	SHN	9A	19.65	22.89	22.90	24.52	26.14	26.15	29.38
802601	Transport Attnd	SHN	2A	15.00	16.17	16.18	16.75	17.35	17.36	18.50
505101	Ultrasound Tech I	SHN	13A	25.48	30.75	30.76	33.39	36.03	36.04	41.30





April 21, 2022

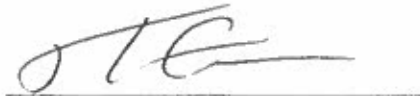
Thomas Cross  
Organizer/Staff Representative II  
AFSCME Council 79 Region I  
5208 N. Pearl Street  
Jacksonville, Florida 32208

***Re: UF Health Shands/AFSCME 2022 Economic Reopener – Memorandum of Understanding***

Dear Thomas:

It was a pleasure working with you and your team at the UF Health Shands/AFSCME Economic reopener this week. The purpose of this letter is to memorialize the tentative agreements reached at the bargaining table. Therefore, this letter, signed by all parties, will operate as a Memorandum of Understanding between the parties. If this Memorandum of Understanding is ratified by the Union, then the changes to the parties' current collective bargaining agreement will take effect no later than June 26, 2022. The parties' signatures below will confirm that the parties agree to amend Article 3, Article 5, Article 6, Article 7, Article 11, Article 13, Article 22, Article 23, Article 28, Article 31, and Appendix A. I have attached the tentatively agreed to amendments to the foregoing Articles in redline and strikethrough format for ease of reference to the agreed upon changes.

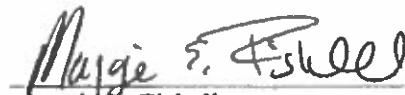
Accepted and agreed to by:



Thomas Cross  
Lead Negotiator  
On Behalf of AFSCME  
Council 79 Region I

04-29-2022  
Dated

Attachments



Maggie E. Fishell  
Lead Negotiator  
On behalf of UF Health Shands

April 25, 2022  
Dated

