



**Collective Bargaining Agreement
July 1, 2018-June 30, 2021**

AFSCME Florida Council 79

American Federation of State, County and Municipal Employees,
AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SHANDS JACKSONVILLE MEDICAL CENTER D/B/A UF HEALTH JACKSONVILLE

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

FLORIDA COUNCIL 79

PROFESSIONAL UNIT

AND

NON-PROFESSIONAL UNIT

July 1, 2018 through June 30, 2021

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PREAMBLE

This Agreement is entered into as of July 1, 2018, between Shands Jacksonville Medical Center, Inc. d/b/a UF Health Jacksonville hereinafter referred to as the Employer or UF Health Jacksonville, and AFSCME Florida Council 79, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is mutually understood and declared to be the policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees and to assure at all times, the orderly and uninterrupted operations and functions of the hospital.

The Employer and the Union mutually agree and support the concept of a drug free work place.

Article 1
UNION RECOGNITION

- 1.1 The Employer recognized the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit commonly known as the Professional Employees (see attached Appendix A) and the Non-Professional Employees (see attached Appendix B) for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the employees within the bargaining unit unless and until the recognition of such bargaining representation is withdrawn. “Employees” shall mean classified employees who are employed by UF Health Jacksonville, whose classifications appear on the attached Appendices. Once a collective bargaining representative has been designated and the bargaining unit defined, no position or classes or positions included in the unit may be excluded from the unit except by mutual agreement.
- 1.2 It is further understood and agreed that the President or an alternative officially designated in writing by AFSCME Florida Council 79, will be the official Spokesperson for said Union in any matter between the Union and the Employer. Notice to the Union is effected by written notice (which includes email), to the appropriate Local President.

Article 2
UNION SECURITY

- 2.1 The Employer will, by placing one copy of the Agreement in each working location, make available to employees in the bargaining unit copies of this Agreement for the express purpose of calling those employees' attention to the fact that A.F.S.C.M.E. Florida Council 79 has been recognized as the exclusive bargaining representative for all employees in the bargaining unit as defined in Article 1.1 of this Agreement. In addition, the Employer will furnish each Steward two (2) copies of the Agreement and Officer of A.F.S.C.M.E. Florida Council 79 two (2) copies of the Agreement at time of ratification of the new agreement. Management continues to strive to make improvements to the website that contains the Personnel Policies and Procedures. The Union officers and Union Stewards will be responsible for obtaining any new, revised or changed policies off the UF Health Jacksonville BRIDGE.
- 2.2 Upon receipt of a written authorization form of an employee covered by this Agreement, the employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and assessments. It is understood that this provision will provide for twenty-six (26) deductions per year from each employee. The Employer will remit to the Union such sums no later than the tenth day of the month following such deductions. Changes in the Union membership dues rate will be certified to the Employer and to the employees in writing over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) calendar days in advance of the effective date of such change. (Notice to the employees shall be considered met by the Union properly posting a notice of the change in the union membership dues rate on the bulletin boards designated by Article 14.1 of this Agreement.) The employer's remittance will be deemed correct if the Union does not give written notice to the Employer within fourteen (14) calendar days after a remittance is received, of its belief, with reason(s) stated therefore that the remittance is incorrect. The list and deductions forwarded to the union shall contain the names, employee ID number, job classifications, local union number, and total dues deducted for the period reported from the employees for whom the remittance is made.
- 2.3 The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any check-off of Union dues.
- 2.4 An employee's written dues deduction authorization may be revoked by the employee upon his/her delivering the Employer written revocation of said authorization, and such revocation shall be effective no sooner than the next yearly anniversary date of this Agreement. (The dues revocation limitation shall be effective only for employees who have signed a compatible dues check-off authorization. Otherwise, an employee may revoke dues deduction at any time, pro-rated to the date of revocation during each payroll period.) In the event the Union revised the method by which the amount of dues owed by employees is calculated, and if such revision required that Employer change its payroll computer program to accommodate the changed method of dues owed by employees is calculated, and if such revision required that Employer change its payroll computer program to accommodate the changed method of dues calculation, Employer's

obligation hereunder will be suspended until such time as the parties reach agreement as to the effects of such change. Each month's deductions shall be made by Employer and shall be remitted by Employer to the Union at an office address designated by the Union in writing.

2.5 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net* earnings for that payroll period are less than the amount of dues to be checked off.

*(Net earnings shall mean net after required deduction of Federal Taxes, Social Security, Pensions, Credit Union, and Health and Life Insurance.)

2.6 The Employer agrees to provide the Union a monthly list of new hires who may become bargaining unit members upon successful completion of their probationary period. The Union agrees to indemnify and hold harmless the Employer for any claims or causes of action relating to the Employer's release of this information.

2.7 To insure proper union representation for employees remaining on the job in the event of a reduction in force by lay off or transfer, super seniority shall be granted by the Employer to a President and Vice President and up to four stewards for each bargaining unit as designated by the Union.

Article 3

MANAGEMENT SECURITY

- 3.1 Subject to the specific provisions of this Agreement, the Union and its officers, agents, and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of employer operations, or similar activities during the term of this Agreement for any reason, whether in sympathy with disputes involving other labor organizations, groups of employees, or individual employees, including the refusal to cross a picket line placed anywhere on or about the premises of the Employer by any union, any individual, groups of individuals, any employee, or groups of employees whether covered by this Agreement or not. No violation of any provision of this Agreement shall excuse the employees, the Union, or the Employer from the obligations imposed by this Article. In the event of a claimed violation of this Article, the Employer shall have the right (without waiving, or in lieu of, any other rights it may have and without first arbitrating) to seek judicial restraint in state court of the action in violation of this Article. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial, or otherwise, contesting such action is whether that provision preventing strikes, slow-downs, concerted stoppages of work, intentional interruptions of employer operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.
- 3.2 A. The Union, its representatives, agents, members, or any persons acting on their behalf agree that the following acts are expressly prohibited:
1. Because solicitation not only causes an employee to neglect his own work, but also interferes with the work of others, employees are not permitted to solicit for any purpose during their working time.
An employee shall not solicit another employee for membership or subscriptions for any public or private enterprises or for gifts of any nature during either employee's working time.
 2. The circulation or passing of any petition or notices or other printed material among employees during working time is prohibited.
 3. The distribution of any literature, pamphlets or other material in a hospital work area is likewise prohibited.
 4. Due to the tranquil atmosphere which is essential to patient care, solicitation by employees is also prohibited at all times in patient care areas.
 5. This no-solicitation/no-distribution rule does not apply to employees during break periods and meal times, or other specified periods during the work day when employees are properly not engaged in performing their work tasks. However, those portions of this rule prohibiting distribution in work areas and prohibiting solicitation in immediate patient care areas continue to apply even during such non-working time.
 6. Persons not employed by this hospital are forbidden from soliciting or distributing any material for any reason on hospital property.

- B. The circuit courts of this state shall have jurisdiction to enforce the provisions of this Section by injunction and contempt proceedings, if necessary. An employee who is convicted of a violation of any provision of this Section may be discharged or otherwise disciplined by Employer, notwithstanding further provisions of any collective bargaining agreement.
 - C. No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provision of this Section.
- 3.3 The employer and the Union agree that the basic intent of this Agreement is to provide a fair days pay in return for a fair days work and to provide conditions of employment suitable to maintain a competent work force.
- 3.4 The Employer will not engage in any lock out during the life of this contract.

Article 4
MANAGEMENT RIGHTS

In General

Nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its discretion in determining who to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the Employer's right to determine and direct the policies, modes, and methods of providing patient care or the Employer's right to alter, rearrange, or change, extend, limit, or curtail its services or operations or any part thereof, to decide the number of employees that may be assigned to any shift or job, or the equipment to be employed in the performance of such work, whatever may be the effect upon employment, to employ temporary or nursing agency employees at premium rates of pay, to assign or reassign work stations to float employees from one working area to another working area in which they are qualified to work, to determine or re-determine job assignments and the division of duties between and within job classifications, to establish and alter working schedules, or to reduce or eliminate staffing from shift to shift, when in the sole discretion of the Employer it may deem it advisable to do all or any of said things. Thus, the Employer reserves and retains, solely and exclusively, all of the rights, privileges, and prerogatives which it would have in the absence of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the past, except to the extent that such rights, privileges, and prerogatives are specifically and clearly abridged by express provisions of this Agreement. It is understood that nothing in this Agreement shall preclude Registered Nurses or Licensed Practical Nurses employed in supervisory or managerial positions from performing clinical nursing work.

4.1

Elaboration of Rights

In expansion, rather than in limitation, of the foregoing Section (In General), the Employer shall have the following unilateral rights:

1. To determine the number, location, and types of facilities;
2. To determine the services to be performed, the methods of service, and the materials and equipment to be used in providing services and operating the facilities;
3. To introduce new equipment, machinery, or processes and to change or eliminate existing equipment, machinery, or processes, and to automate process or operations;
4. To subcontract any of the work or service; except that, any subcontracting of duties currently performed by bargaining unit employees will be subject to Article 4.2;
5. To determine the size and composition of the work force, including the number of shifts required and the number of employees assigned to any particular shift or operation;
6. To select, hire, train, transfer employees, and to discipline and discharge employees for just cause;
7. To direct the working force;
8. To require that overtime be worked when necessary;

9. To adopt, add to, amend, change, or rescind any reasonable Employer work rules.

Employer agrees to provide an advance copy of new or amended Human Resources policies and procedures to the Union Presidents.

4.2

Not Subject to Arbitration

The reserved rights of management shall not be subject to the grievance and arbitration provisions of this Agreement, nor shall the Employer be required to bargain with the Union about the Employer's exercising any of the reserved rights of management during the term of this Agreement, except that the Employer agrees to give the Union fifteen (15) calendar days in advance notice (or pay in lieu thereof for hours lost by affected employees) of its intention to subcontract any work being performed by bargaining unit employees, or of its intention to discontinue a service in which bargaining unit employees work, or engage in a reduction in force and will consider the Union's input in deciding whether to go forward with the subcontracting, discontinuance of the service, or reduction in force. Also, the exercise of the reserved rights of management shall not preclude the Union from raising grievances, should actions or management have the consequence of violating the terms and conditions of this collective bargaining Agreement. The effects on bargaining unit employees displaced as a consequence of subcontracting, the discontinuance of a service, reduction in force, or similar action is covered by Article 13. In case of an emergency situation it is understood that the Employer shall have the right to perform sub-contracting services prior to meeting with the Union and a meeting will be held as soon as practical, after the emergency, if requested. For the purpose of this and all subsequent provisions of this Agreement, emergency is defined as any unexpected situation which threatens the health and safety of employees, patients or visitors, or has the potential to cause substantial financial/material loss.

Article 5
SPECIAL MEETINGS

- 5.1 The Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed, the reason(s) for requesting the meeting, and shall be directed to the Human Resources Vice President or designee for UF Health Jacksonville and the Regional Director of AFSCME, respectively. Discussion shall be limited to matters set forth in the request, or other subject mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement or to deal with individual grievances. Such special meetings shall be held within fifteen (15) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Employer corrections to any inequities known to the Union.
- 5.2 The Employer and the Union agree to a monthly Union-Management meeting to address matters pertaining to Union-Management relations under this Agreement. In the third year of this Agreement, the Employer and the Union agree to move to quarterly Union-Management meetings. At least seven (7) days prior to such scheduled meetings, the Union shall identify the matters it wishes to address at the meeting. The Employer shall make a reasonable good faith effort to have personnel with subject matter knowledge regarding the identified issues present at the meeting.

Article 6
UNION RIGHTS

6.1 The Employer and A.F.S.C.M.E. Florida Council 79 recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. Both parties acknowledge with this Agreement that a bond of common interest exists as a basis for the development of sound Union-Management cooperation to promote the interests of the Hospital and the welfare of its employees. The Union recognizes that in consideration of the commitments undertaken by the Employer in this Agreement, an obligation rests upon every employee to give honest, efficient, and economical service in the performance of their duties. To insure that this relationship continues and improves, the Employer and A.F.S.C.M.E. Florida Council 79 and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees as defined in Article 1 of this Agreement. Each party shall bring to the attention of all employees in their unit, including new employees, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

Article 7
UNION ACTIVITY

- 7.1 The Employer recognizes and shall work with the appropriate Union Stewards and Representatives of AFSCME Florida Council 79 in matters relating to grievance and interpretation of this contract, including promoting harmonious working relationships.
- 7.2 Elected Union Officers and designated stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- 7.3 Union Representatives and Stewards are subject to the same rules as all other employees, except as specifically outlined in this Agreement.
- 7.4 While on leave of absence, no employee shall function as a Union Steward without mutual consent of the Union and the Employer.
- 7.5 A written list of Union Stewards and Officers shall be furnished to the Employer prior to the effective date of their assuming duties of office. AFSCME Florida Council 79 shall notify the Employer promptly of any changes of such Union Stewards. No Union Steward or Officer shall perform Union activities in the workplace related to these Union positions while in the capacity of an employee unless the Employer has first been notified in writing, as set forth above, that the employee holds a Steward and/or Officer position.
- 7.6 Designated Union Stewards shall be allowed reasonable time, without loss of pay, to investigate and settle grievances at Step One and above, if such investigations are essential for the prompt and effective settlement of the grievance in question. Before leaving their work assignments or areas, Union officers/Stewards/Executive Board Members shall obtain verbal or written (email) approval from their immediate supervisor/manager (which approval shall not unreasonably be denied). Stewards shall be permitted to engage in such activities during normal working hours without loss of pay. They must clock into a Union business cost center established under the Hospital payroll system. Such Union activities shall not exceed a reasonable period of time and shall not interfere with necessary Employer activities. Except in cases where grievances or special meetings extend longer than two hours, designated Union Stewards shall be allowed a maximum of two (2) hours per day, without loss of pay for any reason. If such activities occur outside the Steward's normal working hours, time spent shall not be considered to be working time. Only one Union Steward shall be paid for any one grievance investigation or related meeting.
- 7.6A Any employee who is a Union Representative, Officer or Steward must clock into the Union cost center before conducting any Union business during that employee's scheduled work time.
- 7.7 Active solicitation by the Union of grievances and the collection of Union monies shall not be engaged in on Employer's property.
- 7.8 Officials of the Union, as designated in Section 1.2 of this Agreement may, with proper authorization, be admitted to the property of the Employer. Officials as designated above shall be able to talk with employees before or after regular working hours or during meal periods of said employees on Employer property in areas mutually agreed on by the Union and the Employer.

- 7.9 Either the Union President or the Vice President, if the President is absent or unavailable, shall be granted reasonable time off during working hours without loss of pay for the purpose of appropriate Union activities requiring his/her presence upon notifying and securing the approval of his/her immediate supervisor. Such time shall be used for the express purpose of conducting business which directly impacts on members of the Bargaining Units and includes such matters as contract review. The Union may also designate up to three (3) employees within each unit to serve on its negotiations committee, and such employees will be granted leave with pay up to eight (8) of the employee's work days per year for each employee, non-cumulative, to attend negotiating sessions with the Employer. The Union may designate up to one (1) employee within an affected bargaining unit to attend arbitration hearings during the employee's regular work hours without loss of pay. The Union may also designate up to three (3) employees within each unit to attend Labor-Management meetings without loss of pay, during the employee's regular work hours. Other designated Union officials may be allowed time off during their regular work hours to engage in contract negotiations, arbitration hearings, or Labor-Management meetings without pay, except that available paid personal leave time may be used.
- 7.10 Arrangements will be made for officers or accredited representatives of the Union to be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties. When an area or building belonging to the Employer is not normally open for visitation, then the Employer shall provide a responsible escort to that Union Officer or accredited representative provided this service is arranged in advance.
- 7.11 Due to the large number of employees represented by AFSCME Florida Council 79, two (2) members of the Union, elected to local Union positions or selected by the Union to do work, may upon written request of the Union, and when approved by Management, subject to the applicable rules and regulations, pension laws, or other applicable regulations governing employee's rights and benefits, be granted a leave of absence without pay for a period of one (1) year, which may be extended, during the term of this Agreement, and upon expiration of the leave, shall be re-employed without loss of status, except for intervening events which affect the class to which the employee belonged.
- 7.12 The employees covered by this Agreement will be represented by Stewards. The Union shall make a good faith effort to maintain active Stewards at all times to represent employees within each unit when needed.
- 7.13 AFSCME will provide to the Employer for review a proposed one (1) page black and white copy document regarding the Union. If the Employer approves the document, the Employer will include it in the orientation packets distributed at new hire orientation.

Article 8
GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim reasonably and sensibly founded on a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in Article 8.

STEP I

The aggrieved employee or their union representative shall present his/her grievance in writing to Human Resources within ten (10) calendar days. Either the immediate supervisor or the employee may request that the designated steward be present. The parties will schedule a meeting to discuss the grievance within fifteen (15) calendar days of HR's receipt of the grievance. The Hearing Officer shall notify the aggrieved employee of his/her decision in writing within ten (10) calendar days from the date the grievance was presented to him/her.

STEP II

If the grievance is not settled at the first step, the aggrieved employee or his/her union representative, within ten (10) calendar days shall present his/her grievance in writing to Human Resources. The parties will schedule a meeting to discuss the grievance within fifteen (15) calendar days of notification to HR that the grievance is being forwarded to Step Two. The aggrieved employee, at his/her request, shall be accompanied at this meeting by his/her Union Steward. The Cost Center Manager/designee shall notify the aggrieved employee of his/her decision in writing with a copy to the Union not later than ten (10) calendar days following the meeting date.

STEP III

If the grievance is not settled at the second step, the aggrieved employee or his/her union representative, within ten (10) calendar days shall forward the written grievance to the Human Resources Vice President of UF Health Jacksonville or his/her designee who shall meet with the aggrieved employee and/or his/her designated grievance representative within twenty-one (21) calendar days after receipt of the grievance unless such time is mutually extended in writing. The Human Resources Vice President of UF Health Jacksonville or his/her designee shall furnish a copy of his/her decision in writing to the aggrieved employee with a copy to the Union, within ten (10) calendar days after the meeting, unless this period is extended by mutual agreement in writing. If the grievance is not resolved after receipt of the written answer in Step III, then the Union or Employer may request in writing within thirty (30) calendar days that the grievance be submitted to impartial arbitration.

8.2 **RULES FOR GRIEVANCE PROCESSING**

It is agreed:

- A. Grievance must be brought forward as soon as it might reasonably have become known to exist. In the event a grievance arises, the employee must submit a Report of Grievance Form to Human Resources within ten (10) calendar days after he/she knew or reasonably should have known of a grievance.

- B. Any grievance for which a 3rd Step hearing is not held within six (6) months from the date of management's receipt of the grievance, will be considered denied and the corrective action upheld. Time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- C. A Report of Grievance form shall be dated, signed and submitted with a copy of the corrective action being grieved, if applicable. This form shall be signed and dated by the Employer's representative at the time of submission (when applicable).
- D. When a written grievance is presented, the Employer's representative shall acknowledge receipt by noting the date and time of receipt on the grievance form.
- E. A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Employer's representative to answer within the time set forth in any step will entitle the employee to proceed to the next step.
- F. When a grievance is reduced to writing, there shall be set forth in the space provided on the grievance form provided by the Employer all the following:
 - 1. A complete statement of the grievance and facts upon which it is based.
 - 2. A copy of the corrective action to be grieved, if applicable.
 - 3. The Section or Sections of this Agreement claimed to have been violated.
 - 4. The remedy or correction requested.The grievance form shall specify the time limits that the employee must comply with if they wish to advance their grievance to the next step in the grievance process.
- G. In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to ten (10) calendar days prior to the date of the filing of the grievance.
- H. Policy grievances may be filed on behalf of the Union, in accordance with Section 8.1, and shall be submitted at Step III. The Policy Grievance form must be signed by the Local President and shall include a detailed statement of the basis for the grievance, the Section or Sections of the Agreement claimed to have been violated, and the remedy or corrective action requested.
- I. Nothing herein shall limit the Employer and the Union from mutually agreeing to waive any or all steps in the grievance proceeding in order to expedite the processing of a grievance.
- J. After the original charges have been furnished to the employee, no additional charges may be added.
- K. Any employee covered by this Agreement shall have the right at any time to present problems or complaints orally to his immediate supervisor and have such problem or complaint resolved without involving the formal grievance procedure, with or without the attendance of the employee's representative. Any employee's immediate supervisor should discuss and make every effort to settle a complaint or problem with fairness and justice for both the Employer and employee before it develops into a written grievance. If requested by the employee, the union steward or the employee's representative shall be asked to be present during the discussion.

8.3

ARBITRATION

- A. If the grievance is not settled in accordance with the provisions of Article 8, the employer, or the Union, as the case may be, may request arbitration by serving written notice of intent to appeal to the Human Resources Vice President or his/her designee, or the AFSCME Regional Director no later than thirty (30) calendar days after receipt of the Employer's response in Step 3, or if a Step 3 decision is not issued by the deadline in Section 8.1, no later than thirty (30) calendar days from the Step 3 response deadline, together with a written statement of the specific provision(s) of this Agreement at issue. If the grievance is not appealed to arbitration within said thirty (30) calendar days, the Employer's Step 3 answer shall be final. Upon appeal to arbitration the Federal Mediation and Conciliation Service ("FMCS") shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Either party may strike in total the first list of arbitrators received and request the issuance of a second panel. Within fourteen (14) calendar days after the panel is received by both parties from FMCAS, the representative of the Union and the Employer shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as impartial arbitrator. The party requesting arbitration shall strike the first name. After FMCS is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within thirty (30) calendar days from the date the arbitrator is notified of his selection to act as arbitrator.
- B. Notwithstanding the provisions of this Section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.
1. At the conclusion of the arbitration hearing, post hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) calendar days after the hearing is concluded, or receipt of briefs, whichever is later to render his/her award and findings of fact.
 2. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitral, and (b) whether a specific provision of this Agreement was violated as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, add to or delete any of its terms and conditions. The arbitrator shall review the Employer's action and shall determine whether it is based upon competent, substantial evidence; if it is, it shall be upheld. The arbitrator's decision shall be final and binding upon all parties.
 3. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and waiver of any and all other rights by the appealing party and all persons it represents.
 4. The cost and expense incurred by the impartial arbitrator shall be shared equally by the parties involved in the arbitration proceedings. If a transcript of the proceedings is requested, then the party so requesting shall pay for it (except that if the other party requests a copy of the transcript then the cost of the court reporter's appearance fee, the original transcription cost, the copy to the party and any copy to the arbitrator shall be shared equally).

Article 9

DISCHARGE AND DISCIPLINE

- 9.1 The appeal procedure for dismissals, demotions, suspensions, reprimands and counseling shall be the provisions contained in the grievance procedure of this Agreement.
- 9.2 A. No regular full-time non-probationary employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause, and in no event until he/she shall have been furnished with a written statement of the grounds for such actions. (For purposes of this article it is understood that an employee who has completed his/her initial probationary period with the employer shall be considered a regular non-probationary employee). The Union may be physically present at any meeting in which an employee is being informed of any disciplinary action being taken by the Employer if so requested by the employee and provided that the Union representative is readily available. The employee shall have a reasonable time, up to a maximum of four (4) of the employee's consecutive work hours or the end of the employee's shift, whichever is greater, to obtain a Union Representative. After that time, if the discipline involves a corrective action, the disciplinary action may proceed. If the disciplinary action involves suspension or discharge, the employee may be relieved of the duties without pay pending attendance of a Union Representative, and the running of the time frame in Section 9.2B for taking disciplinary action is suspended until attendance of the Union Representative. In any grievance proceeding, the employee shall have time to prepare for defense against charges preferred as outlined under Article 8.
- B. Management having the right to administer disciplinary action for just cause, shall use progressive disciplinary methods where appropriate, and shall initiate disciplinary action within thirty (30) calendar days from the date management becomes aware of said infraction. It shall be understood that if disciplinary action is not initiated within the time frame, no action will be taken.
- 9.3 Any written reprimand shall be furnished to the employee outlining the reason for the corrective action. The employee will be requested to sign this statement. If he/she refuses to do so, this refusal shall be noted and placed in his/her personnel file. If he/she signs this statement, such signature shall only acknowledge receipt of copy of corrective action and shall not mean the employee agrees/disagrees with the corrective action. The employee may have an opportunity to submit a written statement responding to the corrective action. The employee's responding statement will also be entered in his/her master personnel file, and attached to the corrective action. In the event a grievance is filed pertaining to a letter of corrective action, the corrective action shall not be placed in the employee's file pending the outcome of the grievance.
- 9.4 After a disciplinary document/or detrimental document has been on file in the employee's personnel file for a period of twenty-four (24) months, that document shall not be used in any adverse way against the employee, except for Class III type offenses as denoted in the personnel policies and shall be handled as specified in Article 9.5.

- 9.5 A. There shall be only one official personnel file for each employee, which shall be maintained in Human Resources of the Employer unless a different location is approved. If any disciplinary material is placed in an employee's official personnel file it shall be properly identified and a copy will be sent to the employee. The employee will have a right to answer any such material filed, and his/her answer will be attached to the file copy. Any employee will have the right to review his/her own official personnel file, excluding pre-employment information, at reasonable times under supervision of the designated records custodian. The employee, custodian or designee may request the placement of outdated disciplinary or detrimental documents in a sealed envelope and marked "outdated" not to be considered further except for Class III offenses.
- B. Where the Human Resources Vice President/designee, the Courts, an Arbitrator, or any statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be removed, provided, however, that nothing in this provision shall grant any official, officer, or other person the authority to take any action not otherwise authorized.
- 9.6 A. The Union and Hospital Management agree that suspensions, demotions for cause and dismissals may be appealed immediately as a Third Step Grievance. The grievance meeting will be scheduled within twenty-one (21) calendar days of the date the appeal is received at the Third Step.
- B. Appeals not received within ten (10) calendar days of the effective date of the suspension, demotion or dismissal shall be construed as a waiver of a further right to appeal.

Article 10
LEAVES OF ABSENCE

10.1 **GENERAL CONDITIONS.** The conditions, restrictions and procedures contained in this Section apply to all leaves offered by the Employer, unless otherwise specified in the particular leave of absence in use at the time.

- A. **Requests for Leave.** If, for any reason (including illness, injury, pregnancy, or any other reason) an employee is or is going to be absent from work, the employee must obtain a written approval for the absence, or the employee will be considered to have abandoned his/her job. Requests for leave should be made as soon as the employee becomes aware of the need for leave, at least 21 calendar days in advance of a foreseeable absence.

All requests for a leave of absence must be submitted in writing to your immediate supervisor. In the case of an emergency, where it is not possible to apply for leave before the absence begins, the employee must request a leave as soon as possible thereafter (within 1 or 2 calendar days at the latest). The Employer asks for the cooperation of its employees and the Union in seeking a leave so that everyone else can plan their work and operations. An employee's failure to timely apply for a leave may result in denial of the leave.

Even if the employee does not know how long an illness or other absence may last, he/she must request a leave for a specific period of time. If the request is approved, it will be approved only for a specific period of time. If further leave becomes necessary, the employee must request an extension (including the beginning date of the leave and an estimated end date of the leave).

If circumstances make a written request for leave impossible, the employee may orally request a leave from his/her supervisor. However, to avoid any confusion or misunderstanding, no leave will be considered to have been granted for more than four (4)¹ of the employee's consecutive work days, at most, based on an oral request. Employees are expected to make requests and arrangements for leave personally, unless the employee is physically unable to do so.

When leave is needed for planned events, such as vacation or for planned medical treatment, the employee must try to schedule the leave so as not to unduly disrupt the Employer's operation. The scheduling of leave should be discussed with the employee's supervisor so that the Employer and the employee can agree on a schedule that best suits everyone's needs.

Non-medical leaves of absence are subject to the approval of the Cost Center Director/Manager. All health related leaves of absences will be referred to The Standard for review. The results of the review will be given to the employee.

¹ Except that the limit shall be two (2) of the employee's consecutive work days for all employees who regularly work twelve (12) hour or longer shifts.

- B. **Verification.** Verification (written or non-written) may be required of the purpose, reason and/or need for any absence. In addition, the employee will need to contact The Standard for any request for a leave of absence based upon an employee's own illness or injury, or the illness or injury of a family member that requires an absence of four (4)² or more of the employee's consecutive work days and must be accompanied by a physician's or healthcare provider's diagnosis certifying the condition for the leave of absence. Failure to submit such documentation will result in denial of the leave request or in the absence being counted as unexcused and being treated accordingly. Employees may be required to submit re-verification to The Standard for an absence depending on the circumstances involved. (For FMLA certification see Article 10.9D.)
- C. **Fitness-for-Duty Certification.** Based upon the nature and length of the absence, the Employer may require that the employee submit a fitness-for-duty certification (medical release of ability to return to work). Generally, a fitness-for-duty certification will be required for any absence due to the employee's own illness or injury of three (3)² or more of the employee's consecutive work days. However, certification may be required in other instances depending upon the individual circumstances involved. An employee who is absent from work for three (3)² or more of the employee's consecutive work days due to their own illness or injury must report to the Employee Health Office for clearance prior to returning to work.
- D. **Employee Benefits While On Leave.** Employee benefits may be affected by a leave of absence and employees may have to make arrangements in order to insure that certain benefits continue, for example, health insurance. The status of these benefits will depend on the specific benefit terms and the type of leave the employee is on.
- E. **Status Reports.** During the course of leave under the Employer's policies, employees may be required to report to their supervisors on their status and intent to return to work. In addition, The Standard, on behalf of the Employer may require periodic re-certification of the condition on which the leave is based.
- F. **Returning From Leave.** An employee's failure to return to work at the end of a leave of absence may be treated as a resignation from employment, unless the Employee's Cost Center Manager (or his/her designee) has agreed to an extension of the leave in writing or granted additional leave in writing. The Employer cannot guarantee that an employee's job will always be held open during a leave of absence. Many factors, including the reasons for the leave, the length of the leave and the Employer's business needs, will determine whether the position will be filled during the leave. If circumstances require that a position be filled during a leave, the Employer will attempt to resolve the situation fairly when the employee is able to return to work. The following are descriptions of the leaves of absence offered.

² Except that the limit shall be two (2) of the employee's consecutive work days for all employees who regularly work twelve (12) hour or longer shifts.

10.2 **PAID PERSONAL LEAVE**³

- A. Regular non-exempt, full-time employees shall accrue paid personal leave according to the following schedule prorated based upon hours paid, not to exceed eighty (80) hours on a bi-weekly basis.

<u>Years of Service</u>	<u>Max. Bi-wkly Hrs Accrued</u>	<u>Max. Total Annual Accrual</u>
0 through 1.99 years	7.688	200 Hrs
2 through 3.99 years	8.320	216 Hrs
4 through 8.99 years	9.232	240 Hrs
9 through 13.99 years	10.152	264 Hrs
14 years or more	10.752	280 Hrs

Employees earning personal leave under the schedule outlined above shall accrue leave to a maximum of 520 hours. Employees may request up to a maximum of two sell backs per calendar year to be paid the first full pay period in June, and the first full pay period in December, subject to business conditions and cash flow capabilities. The employee must retain a minimum balance of 152 hours at the time of sell back. Provided, however, that should an employee be approved for an emergency sell back pursuant to Section 10.2F, the employee may only request one additional sell back in the calendar year.

- B. Employees may request paid personal leave for any purpose of their choosing at any time, based upon the amount of PL available at the time of the request. Authorization for such requested paid personal leave shall not be unreasonably withheld. The employee is entitled to a reasonably prompt response to any request for paid personal leave.

Personal Leave Time Donations may be requested by meeting the following criteria:

Eligibility to Sell Hours:

- Employee may have one (1) donation sell back per fiscal year.
- Employee must request hours in increments of eight (8) not to exceed a maximum of forty (40).
- Employee must leave enough hours in the PL bank to cover remaining holidays in the year.
- All requests must be approved by the Vice President of Human Resources or his/her designee.
- Personal leave donation sell backs shall not count toward the two sell backs referenced in Section 10.2A.

³ Salaried exempt bargaining unit personnel shall be subject to the terms of Human Resource Policy HR 02-004 in lieu of Article 10.2A.

Eligibility to receive Donation:

- Employee must be on approved continuous Family Medical Leave (FMLA) submitted and approved through Human Resources.
 - Employee must have exhausted all accrued PL.
- C. While on any paid leave, an employee shall continue to accrue paid personal leave.
- D. Accrued paid personal leave may be taken at any time when authorized by the appropriate supervisor or alternate designated management staff that has access to schedules. Except as provided in Article 10.2 (E), requests for personal leave must be submitted in writing at least twenty-one (21) calendar days in advance for personal leave greater than four (4)⁴ of the employee's consecutive work days, such request to be responded to in seven (7) calendar days. Requests for paid personal leave of four (4) or fewer of the employee's consecutive work days must be submitted at least four (4) calendar days in advance and is placed in the hand of the supervisory authority to approve said requests. Such request to be responded to in 48 hours. Failure of response to the employee's request within 48 hours, would result in the automatic granting of the time off requested.⁵ If personal leave is for illness or in other emergency situations, a written request must be submitted as soon as practical.
- E. **Seniority Scheduling.** Paid personal leave scheduling will be accomplished on a seniority basis in job class for requests of not less than five paid days off nor more than ten paid days off as provided in this Article. Requests for paid personal leave, on a seniority basis, for the period January 15 to June 30 must be submitted by the preceding November 1. Management shall act on such requests and notify the employee by December 1. Requests for paid personal leave, on a seniority basis, for the period July 1 to December 15 must be submitted by May 1. Management shall act on such requests and notify the employee by June 1. Such requests will be considered by Management based on the requesting employee's seniority in job class and the operational requirements of the Employer. Only one request for seniority leave scheduling will be accepted in a calendar year. In departments with continuous operations, holiday leave scheduling will be accomplished in accordance with Cost Center policy and procedure.
- F. Any employee experiencing a financial hardship may request an emergency sell back of no less than 40 hours, nor more than 80 hours of accumulated paid personal leave. Approval or disapproval of such request shall be at the sole discretion of management and will be limited to one (1) such emergency sell back per fiscal year.

⁴ Except that the limit shall be three (3) of the employee's consecutive work days for all employees who regularly work twelve (12) hour or longer shifts.

⁵ Under Article 10 Section 10.2D, a request for personal leave must be submitted in writing at least twenty-one (21) calendar days in advance for personal leave greater than four(4) of the employee's consecutive work days, and a response to the request is to be made within seven(7) calendar days. The parties agree that should more than five(5) grievances be filed within a twelve(12) month period following ratification of the collective bargaining agreement in 2009, and should such grievances be sustained in which the grievant claims that management did not provide a timely response in a timely fashion as set forth above, a memorandum of understanding will be executed by the parties which will provide that, from the date of such memorandum of understanding, the consequences of an untimely response to future leave request will be that the employee's leave request is granted.

No emergency payment may be made which would leave a balance of less than 80 hours in the employee's paid personal leave account.

- G. The minimum amount of paid personal leave to be taken and charged shall be one (1) hour increments and one-half hour increments after the first hour. Paid personal leave will be charged only against an employee's regular work day and shall not be charged for absences on pre-arranged overtime work or unscheduled call-in overtime days.
- H. Upon termination of employment, which includes resignation or discharge not for cause, the employee shall be paid for all accrued paid personal leave in a lump sum.
- I. Employees terminated for the nine (9) specific reasons listed in I.1 through 9, will forfeit accrued PL payout upon leaving the organization. (see also policy HR-02-017 General Leaves and Holidays (section C.8.)
 - 1. Theft of UF Health Jacksonville property or property of other employees, patients, or visitors.
 - 2. After an investigation by management it is determined that an employee engaged in fighting or physical or verbal abuse of a patient, visitor, or other employee.
 - 3. Possession, use of, or threatening use of firearms or weapons of any kind on UF Health Jacksonville property.
 - 4. Falsification of time and attendance, payroll, or other UF Health Jacksonville records.
 - 5. Refusal to identify oneself to security or other persons in authority.
 - 6. Walking off the job without approval of immediate cost center director/manager/supervisor.
 - 7. Reporting to work at any time under the influence of alcohol or any controlled substance, including prescription medication, such that it creates a reasonable suspicion of behavioral and performance impairment. (See Drug Free Workplace Policy)
 - 8. The unlawful possession, use, manufacture, sale, dispensation, distribution or unauthorized administration of controlled substances, illegal drugs or alcohol on hospital premises at any time, or while conducting UF Health Jacksonville business off the premises, is absolutely prohibited.
 - 9. Using another person's badge to "clock in" or other unauthorized recording of your or another employee's time and attendance.

10.3

INJURY-IN-LINE-OF-DUTY

- A. Any regular employee covered by this Agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of Employment by the Employer shall be entitled to the following benefit:
 - (1) During the first seven (7) calendar days of such disability shall receive pay based upon 66 2/3% of the employee's regular straight-time wages that would have been earned but for the disability.
 - (2) Should such temporary disability result in Florida Worker's Compensation benefits being payable for the first seven (7) calendar days the Employer's payment under subsection 1 above must be repaid by the employee.

- B. If an employee, due to an on the job injury, is temporarily partially disabled from performing the duties of his/her classification, he/she may be temporarily reassigned without reduction in pay for up to 18 weeks, to other duties commensurate with medical and mental fitness, availability of suitable work, and his/her qualifications for the position.

10.4

BEREAVEMENT LEAVE

- A. Upon the death of a regular non-probationary, full-time (.9 or higher) employee's spouse or domestic partner, parents, child, brother, sister, grandparents, grandchildren, step-parents, step-child or the same relatives of the employee's spouse or domestic partner, the employee upon request shall be granted up to five (5) calendar days off when taken within 30 days of the day of death. Of these days off, the first three (3) work days off shall be paid as bereavement leave, not otherwise chargeable to paid personal leave. Any additional work days off will be chargeable to available paid personal leave.
- B. Upon the death of a regular non-probationary, full-time (.9 or higher) employee's, aunt, uncle, nephew, niece, half-brothers, half-sisters, or a relative residing with the employee, the Employer shall, upon request of the employee, grant up to five (5) calendar days off for the purpose of attending the funeral. Any work days off during this five (5) day period will be chargeable to available paid personal leave.
- C. Employees may be granted four (4) hours off without loss of pay as bereavement leave, not chargeable to paid personal leave, to attend the funeral of an employee if so authorized by their appropriate supervisor.
- D. The employee is responsible for providing documentation of the death that may include an obituary, funeral home program, etc. The employee may also be asked to provide confirmation of the relationship, if the deceased has a different last name and the employee is not listed in previous documentation.
- E. Employees will only be granted three (3) Bereavement Leaves per calendar year. Any employee who has more than three (3) Bereavement Leaves per calendar year shall be required to use personal leave (PL) time.

10.5

JURY AND WITNESS DUTY

- A. Any employee in the bargaining unit who is required to perform jury service during his/her normal working hours, in any court (City, Federal, or County) shall be paid his/her regular pay rate. Any employee, whose regularly scheduled work shift begins or extends after 8:00 p.m. the day before scheduled jury service may be excused from work without loss of pay after 8:00 p.m. on the day before Jury Duty, provided the notice requirements below are met. The employee summoned as a juror shall notify his/her supervisor by providing a copy of his/her jury summons within five (5) calendar days of receipt of such summons. If an employee is released from jury duty prior to four (4) hours from his/her normal end of work shift, he/she shall be required to call in to his/her work site within one hour after his/her release to determine if his/her services are needed. If the employee is needed, work on that day will not be required past 8:00 p.m., except in emergency

situations. The jury duty pay shall not be chargeable to the employee's paid personal leave account.

- B. If an employee is absent from work, in order to serve as a witness in a case before a court of law or an administrative agency and where such an absence is in response to a legally valid subpoena, the employee shall be granted leave with pay for those hours for which said employee is absent from work during his/her regularly scheduled working hours, and will not be required to forfeit any compensation received for witness fees, providing said employee submits evidence of such service as a witness to the appropriate supervisor.

Witness duty payments under this Article are chargeable to the employee's paid personal leave account, unless the witness duty is related directly to benefit the Employer's business.

10.6

MILITARY LEAVE

A leave of absence for service in the armed forces or National Guard, or for attendance at regular annual military encampment or cruise, and the terms of reemployment, will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable laws and regulations. When returning from an approved military leave of absence, employees must report to work within a reasonable period of time in accordance with the USERRA guidelines following discharge. Employees must provide proof of honorable discharge and/or service prior to being returned from leave. Employees, at their option, may apply for paid personal leave for military leave; otherwise, the leave is unpaid.

Employees requesting military leave must notify their supervisor and The Standard, as soon as possible of the dates for such leave and provide a set of official orders documenting the need for the absence.

10.7

UNPAID PERSONAL LEAVE

On occasion, employees may find that a personal, health or family problem makes it necessary to be absent from work for an extended period. Requests for leaves of absence without pay for limited periods (not to exceed 90 calendar days) will be considered depending on the reasons and circumstances for the request. Upon the expiration of an approved leave of absence without pay the employee is entitled to return to a position in the same or equivalent classification with the employer for which a vacancy exists and which the employer intends to fill, provided that the employee must fulfill the hospital's internal transfer policies and procedures and possess all necessary qualifications for the opening. There shall be no guarantee as to shift assignment or scheduled hours of work. If the employee refuses an offer of a position, the employee's rights under this section shall terminate.

10.8

LEAVE TO VICTIMS OF DOMESTIC VIOLENCE

A. **Reasons for Leave**

If an employee or an employee's family or house hold member is the victim of domestic violence, the employee may take up to three (3) days of leave* in a 12-month period for the following activities:

1. Seeking an injunction for protection against domestic violence or repeat violence, dating violence, or sexual violence;

2. Obtaining medical care or mental health counseling or both for the employee or a family or household member to address injuries resulting from domestic violence;
3. Obtaining services from victims services organizations such as a domestic violence shelter or rape crisis center;
4. Making the employee's home secure from the perpetrator of domestic violence, or finding a new home to escape the perpetrator,
5. Seeking legal assistance to address issues arising from domestic violence or attending or preparing for court related proceedings arising from the act of domestic violence.

B. Definition of Domestic Violence

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another.

C. Definition of Family or Household Member

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently living together as a family or who have resided together as a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

D. Employment Requirement

Employees must have at least three (3) months of employment with UF Health Jacksonville to be eligible for Leave for Victims of Domestic Violence.

E. Employee's responsibilities:

1. Must provide the supervisor/manager with appropriate advance notice of the leave except in cases of imminent danger to the health or safety of the employee or a family member.
2. Must produce documentation of the act of violence.
3. Must exhaust any available PL before using domestic violence leave.

F. Confidentiality

1. Any information regarding the request for domestic violence leave is kept confidential.
2. UF Health Jacksonville will not discriminate or retaliate against an employee for exercising his or her right to take leave under this section.

G. **Revisions**

1. It is the intention of the parties to follow whatever case law develops with respect to Florida's Leave to Victims of Domestic Violence law and to abide by the law.

***Note:** The three days of leave will not be counted as an occurrence. However, any subsequent days will be charged as an occurrence as defined in the Time and Attendance Policy.

10.9 **FAMILY AND MEDICAL LEAVE**

- A. Eligible employees, as defined below, are allowed up to twelve (12) weeks of leave in a consecutive twelve (12) month (e.g., rolling backward twelve months) period for one or more of the following reasons:

1. The birth of a child of the employee and to care for such son or daughter;
2. Adoption of a child by the employee;
3. The placement of a child in the foster care of the employee; and
4. To care for a child, spouse or parent of the employee who has a serious health condition as defined in Section 3. A child for the purposes of this Article includes a child who is either under age 18 or an older child who is incapable of caring for themselves due to a physical or mental disability, and who is related to the employee as a biological, adopted, or foster child, step child, or legal ward.

5. The employee's own serious health condition.

6. **Military Leave for Qualifying Exigency**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

7. **Military Caregiver Leave**

Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability list.

- a. The single 12-month period for the Military Caregiver Leave begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date.
- b. Military Caregiver Leave does not run concurrently with other forms of FMLA leave.

B. **Eligibility**

In order to be eligible for Family and Medical Leave, the employee must have been employed by the Employer for at least twelve (12) months and be actively at work 1,250 or more hours for Employer during the 12-month period immediately preceding the date the Family and Medical Leave would begin.

C. **Serious Health Condition**

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential medical care facility;
2. Continuing treatment by a healthcare provider for any period requiring an absence from work or a period of incapacity for more than three (3) calendar days;
3. A chronic/serious health condition which requires periodic visits to a healthcare provider over an extended period of time which may cause episodes of incapacity (such as, asthma, diabetes, epilepsy), will require the employee visit a healthcare provider at least twice per year.
4. A period of incapacity for a long-term or permanent condition for which treatment may not be effective (such as, Alzheimer’s disease, serious strokes or the terminal stages of a disease);
5. The first (or only) in-person treatment visit must take place within seven (7) days of the first day of incapacity.
6. Any absence for multiple treatments by a healthcare provider for restorative surgery or any condition which would likely result in a period of incapacity of more than three (3) calendar days if untreated (such as, cancer (chemotherapy), severe arthritis (physical therapy), kidney disease (dialysis); or for prenatal care.
7. Family and Medical Leave does not include routine physical, eye or dental examinations. In addition, the taking of over-the-counter medications such as aspirin, antihistamines or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a healthcare provider is not by itself sufficient to constitute a regimen of continuing treatment to allow the employee to take leave under this Article. Therefore unless complications arise, the following are not considered “serious health conditions” for the purposes of this Article: the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, and routine dental or orthodontia problems. For such absences, employees should use Paid Personal Leave.

D. **Certification Requirements**

Certification of the reason for the leave is required. It is the responsibility of the employee to obtain any required certification and to furnish the certification to The Standard. Information contained in the certification will be considered confidential. In cases involving the serious health condition of the employee or his/her child, spouse, or parent, Employer requires that written certification satisfactory to the Employer be provided documenting the serious health condition. It is the responsibility of the employee to obtain medical certification from the doctor, and

to furnish this certification to The Standard within fifteen (15) calendar days of the leave request. The written certification form may be obtained from The Standard. The Standard, on behalf of the Employer reserves the right to require that a second medical certification be obtained by a physician of The Standard's choosing, if The Standard deems it necessary in order to determine if the leave is warranted under this Article. If the two opinions conflict, then a third opinion may be required, by a physician mutually agreed upon by The Standard and employee. The Standard will bear the cost of the second and third medical opinions.

1. **Fitness for Duty**

The employer may require that the certification specifically address whether the employee can perform the essential functions of his or her job. If an employer has a reasonable concern about an employee's ability to safely perform a job, the employer can require an employee to provide a fitness for duty certification before the employee may return to work from an absence while on intermittent leave.

E. **Notification and Scheduling Requirements**

When the need for leave is not foreseeable, the employee must contact The Standard as soon as practical (i.e., one or two calendar days) once the employee knows that a leave will be needed. When the need for leave is foreseeable, such as for birth, adoption or planned medical treatment, the employee must provide at least twenty-one (21) calendar days' notice to The Standard or the leave request may be denied or the employee may be disciplined accordingly. Additionally, the employee will also need to follow the department's own guidelines regarding being out on leave.

If the actual period of time needed for leave is longer than or shorter than the requested period of leave, the employee should notify The Standard and his/her supervisor as soon as he/she knows of this fact.

The employee must notify The Standard of the date he/she will be able to return to work within a reasonable period of time before returning to work. The Employee will also need to meet with Employee Health to be released to return back to work. When leave is needed to care for an immediate family member or the employee's own illness, and is for planned qualifying medical treatment, the employee must try to schedule treatments so as not to unduly disrupt Employer's operation. The scheduling of planned qualifying medical treatments should be discussed with the employee's supervisor prior to the actual scheduling of the treatment so that the Employer and the employee can agree on a schedule that best suits the mutual needs of the employee and Employer. Discussions of a sensitive medical nature are not appropriate.

F. **Intermittent or Reduced Schedule Leave**

In certain cases, an eligible employee entitled to leave under this Article may take leave on an intermittent or reduced schedule. An intermittent leave schedule is one in which the employee may take the allowable leave in blocks of days or hours at a time, as needed. A reduced leave schedule is one in which the employee's daily or

weekly hours are reduced as needed on a more long-term basis. Leave will be granted intermittently or on a reduced leave basis for the following:

- a. In the case of a serious health condition of the employee or of the child, spouse or parent of the employee, provided it is medically necessary and that medical certification from a physician is obtained documenting these facts; and
- b. In the case of the birth or adoption of a child of the employee, provided the Cost Center Director/Manager agrees to such an arrangement in writing.
- c. An employee may be reassigned to a different cost center to accommodate intermittent or reduced schedule leave, without reduction in pay or benefits for hours worked.

G. Effect of Leave on Employer-Provided Benefits and Job Position

1. Medical/Health insurance

During the period of leave governed by this Article, the employee's current medical, dental, vision, supplemental life and short term disability benefits will continue provided and to the extent the employee continues to pay his or her portion of the insurance premium as he or she did prior to the commencement of leave. Employer will pay the portion of the insurance premium which it normally paid prior to the leave. An employee may continue medical coverage by continuing to pay his/her portion of the premiums, including dependent coverage, while on leave. At its option, the Employer may pay the employee's portion of insurance premiums as well as premiums for other benefits and recover these payments from the employee upon the employee's return to work or at the conclusion of the leave.

If the employee does not return to work for Employer at the conclusion of the leave, then the Employer may require the employee to reimburse Employer for its portion of medical/health insurance which Employer paid during the leave, unless the reason the employee does not return is due to:

- a. The continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under this Article; or
- b. Other circumstances beyond the employee's control, i.e., the employee is laid off while on leave or the employee is needed to provide care to a covered family member with a serious health condition.

Circumstances beyond the employee's control do not include a situation where an employee desires to remain with a parent in a distant city even though the parent no longer requires the employee's care, or a decision not to return to work in order to stay with a newborn child.

If an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition, thereby precluding Employer from recovering its share of health benefit premium payments made on the employee's behalf during a period of Family and Medical Leave, Employer retains the right to require medical certification of the serious health condition of the employee, or that of the family member. Such certification, if requested by

Employer, must be provided within 30 calendar days. Failure to provide such certification in a timely manner will enable Employer to recover the health benefit premiums it paid during the period of unpaid Family and Medical Leave.

2. Paid Personal leave or other paid leave during Family and Medical Leave

No additional Paid Personal leave will be credited to the employee for periods of time when the employee is on any unpaid leave of absence.

3. Restoration to Employment:

The employee's position or an equivalent position will be made available to the employee at the conclusion of the leave entitlement provided for in this Article. However, the taking of Family and Medical Leave does not entitle the employee to any lesser or greater right to be restored to his/her position or an equivalent position, than the rights the employee otherwise would have had if Family and Medical Leave were not taken (i.e., the employee would have been discharged or intervening events could affect the class to which the employee belongs such as lay-off);

H. **The Additional Duties, Responsibilities and Restrictions Associated With Taking of Family and Medical Leave**

The Family and Medical leave covered by this Article is subject to the following duties, responsibilities and restrictions:

- a. Leave commences upon the absence of the employee from work and ends on the day and time the employee returns to work;
- b. Leave for the birth, adoption, or placement of a child with an employee as described in subparagraphs 1, 2 and 3 of Section 10.9A must conclude within twelve (12) months from the date of the birth, adoption, or placement of the child;
- c. Employee's entitlement to leave under this Article ceases if the employee does not intend to return to work.
- d. An employee must substitute any applicable unused paid leave for any leave granted under this Article, except that the employee may retain up to 80 hours of Paid personal leave. Once paid leave benefits are either exhausted or have reached the employee's chosen retention level (up to 80 hours), leave allowable under this Article will be unpaid⁶;
- e. Any leave taken under another leave of absence provision of the Employer which also qualifies as leave under this Article will be applied to the twelve (12) week maximum leave entitlement provided for in this Article;
- f. Employees on Family and Medical Leave may be required to report to their supervisor regarding their status and intent to return to work, and the employee must contact The Standard according to specified timeframes set by The Standard. In addition, The Standard may require periodic certification of the

⁶ Salaried exempt bargaining unit employees will be governed by Human Resource Policy #HR-02-004.

condition on which the leave is based. The Employer will pay any net out of pocket costs to the employee for obtaining re-certification.

- g. In cases involving an employee's return from leave taken because of his/her own serious health condition, the employee will need to provide medical certification that he/she is fit to return to duty (a "fitness-for-duty" report) to Employee Health. The determination of the need for a "fitness-for-duty" report will be based upon the nature of the illness and the duration of the leave provided that a "fitness-for-duty" report will be required for any absence of four (4)⁷ or more of the employee's consecutive work days. In those situations where the employee is absent for less than four (4)⁶ of the employee's consecutive work days, the Employer will notify the employee of whether a "fitness-for-duty" report will be required of the employee. The Employer may deny restoration to employment until the employee submits the required "fitness-for-duty" report. An employee's failure to return to work at the end of the leave period (including a failure to submit a "fitness-for-duty" report at the conclusion of the leave) may be treated as a resignation from employment, unless the employee's Cost Center Director/Manager has agreed to an extension of the leave in writing.

I. **Interpretation and Management Rights**

Management retains the right to implement reasonable rules and regulations with regard to the use of leaves of absences. This includes, but is not limited to, requiring second medical opinions with regard to a medical illness or injury at management's discretion, requiring the employee to verify the employee's intent to return to work following leave, and the use of forms for requests for leave, physician documentation and "fitness-for-duty" reports.

This Article has been adopted for purposes of compliance with the Family and Medical Leave Act of 1993 and the implementing regulations. This Article should be interpreted and applied by the parties in a manner to bring about compliance with the Family and Medical Leave Act of 1993 and its implementing regulations. Employer has the right to amend this Article in response to any changes in the Family and Medical Leave Act of 1993 or the implementing regulations without bargaining over those changes or the effects of those changes with the Union, but will first notify and offer to meet and confer with the Union on the needed changes prior to implementation.

10.10 **HOLIDAY SCHEDULING**

- A. The following are recognized holidays:
 - January 1st (New Year's Day)
 - Third Monday in January (Martin Luther King's Birthday)
 - Last Monday in May (Memorial Day)
 - July 4th (Independence Day)
 - First Monday in September (Labor Day)

⁷ Except that the limit shall be two (2) of the employee's consecutive work days for all employees who regularly work twelve (12) hour or longer shifts.

November 11th (Veteran's Day)
Fourth Thursday in November (Thanksgiving)
Friday after Thanksgiving
December 25th (Christmas Day)

- B. Employees may be scheduled to be off by their Cost Center Director/Managers up to nine (9) of the days listed above or the day observed as the holiday should the holiday fall on Saturday or Sunday – such day off will be paid and charged to accrued paid personal leave unless it is the employee's regularly scheduled day off. An employee who has no accrued paid personal leave may be allowed time off without pay on a designated holiday dependent on the needs of the employee's Hospital cost center.
- C. The first full pay period in January all .9 or above full-time employees will receive a deposit in their PL Bank equivalent to one shift of work (example: 8/10/12 hrs.).
- D. If an employee requests the use of a PL day for Christmas Eve management is encouraged to approve the request after considering business and staffing needs.

Article 11
NON-DISCRIMINATION

11.1 No individual shall be discriminated against because of Union membership or non-membership in the Union, nor because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status or disability. It is understood that the Employer is required by the Americans with Disabilities Act to reasonably accommodate individuals with disabilities, and nothing in this Agreement shall be construed to prevent the Employer from carrying out this obligation.

Any violation of this provision shall not be subject to arbitration. If the parties cannot resolve the matter using the grievance procedure, the employee may refer the matter to the appropriate governmental agency.

Article 12
SAFETY AND HEALTH

- 12.1 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 and health hazards due to unsafe working conditions and inadequate rest room facilities where they are shown to exist.
- 12.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices. Such practices may be improved by the Employer upon recommendations from the Employer's in-house safety representatives. The Union may submit safety recommendations. Such protective devices, apparel and equipment when provided, must be used. Repeated or willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.
- 12.3 One employee from the bargaining unit may be designated by the Union for appointment to the Hospital Safety Committee.

Article 13
LAYOFF/RECALL

LAYOFF

- 13.1 A. Layoff is defined as termination of employment due to the employer's decision to abolish positions.
- B. When a layoff action is determined by the Hospital to be imminent, a general advance notice will be given to the Union as soon as practical. At such time, the Hospital will assess job vacancies and attempt to limit external hiring where feasible, but discretion remains with the Hospital to determine which positions must be filled prior to the layoffs. The Employer shall give fifteen (15) calendar days written notice to the Union of the classes and number of positions in such classes to be abolished. However, in effecting any layoffs, the Employer shall take reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified, giving priority consideration to such employees.
- C. No employee with regular non-probationary status is to be laid off while a probationary or temporary employee is serving in that class.
- D. For the purpose of the Article it is understood that an employee who has completed his/her initial probationary period with the Employer shall be considered a regular non-probationary employee.
- 13.2 A. Employees who have regular non-probationary status in the affected class shall be ranked on a layoff list. The employee with the most seniority is placed at the top of the list, and the employee with the least seniority is placed at the bottom of the list. The order of layoff shall start at the bottom of the list and progress upward. The Employer agrees to combine the cost centers in Ambulatory/Inpatient+ Pharmacy Services, for the purpose of ranking employees within each job class in these cost centers. In the future the parties have the option to mutually agree to combine other cost centers for the purpose of ranking employees within a job class for layoff, otherwise individual cost centers will be used as in the past.
- B. Should two or more employees have the same seniority, the order of layoff shall be based on performance as determined by the Employer.
- C. An Employee who is to be laid off shall be given at least fourteen (14) calendar days' notice of such layoff or in lieu thereof, one (1) weeks' pay or a combination of days' notice or pay, in lieu of the full fourteen (14) calendar days' notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing to the employee. An employee to be laid off will be offered in-house outplacement assistance including resume writing assistance, counseling, State of Florida Employment Service contact and notice of other employers known to be seeking qualified candidates. The Hospital will notify the Union of all declined offers of reassignment, recall or re-employment by an employee affected by layoff.
- D. After receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the hospital in lieu of layoff to a vacant position in a class in which the employee held regular non-probationary status, or to a vacant position in a class at the level or below the class, in which the employee held regular non-probationary status within the series. Such request must be in writing.

RECALL

- 13.3 A. When a position in the former employee's job class is to be filled, or a new position in the former employee's job class is established by the Employer, the former employees laid off who had the highest seniority shall, for a period of one (1) year following layoff, be offered re-employment and subsequent offers shall, for a period of one (1) year following layoff, be made to former employees laid off in the order of their layoff. Reinstatement of such former employees will be to regular non-probationary status. An employee who refuses such offer shall forfeit any rights to subsequent offers as provided in this Article.
- B. An employee who accepts a voluntary demotion in lieu of layoff and who is subsequently promoted to a position in the same class from which the employee was demoted in lieu of layoff, will be promoted to regular non-probationary status, provided the employee meets the required entry level qualifications for the position in the class to which promoted and provided the employee held regular non-probationary status in the class to which promoted.
- C. An employee recalled following layoff shall be allowed to include all service and seniority which was creditable on the date of separation when computing their seniority. Service or seniority shall not accrue during the period of separation.
- D. Upon returning to the same job classification, employees will be placed in the grade and pay step held at the time of separation except for intervening events which affect the class to which the employee belonged. Employees accepting assignment to other than the same job classification, upon qualification and acceptance shall have their starting salaries established in accordance with personnel policy.
- E. The employee's review date shall be adjusted by adding the length of the separation to the review date held at the time the separation became effective.
- F. All benefits to which the employee was entitled on the date of separation, and for which the employee was not otherwise compensated, shall be re-established on the date of recall. No benefits shall accrue during the separation period. The employee's benefits accrual date shall be adjusted by adding the length of the separation to the benefits date held at the time the separation became effective.
- 13.4 A. After the one (1) year reinstatement period has lapsed, a former employee who has not been recalled to work shall be placed on a re-employment list of the class from which they were separated if the former employee affirmatively indicates a continued interest in a position. His/her name shall remain on the re-employment list for six months. Former employees are encouraged to check the on-line job postings or an area where the jobs are posted on a regular basis.
- B. Candidates selected from a re-employment list shall not be entitled to credit for prior seniority or service.

MISCELLANEOUS

- 13.5 Under no circumstances is a layoff considered a disciplinary action, and in the event the employee elects to appeal the action taken, such appeal must be based solely upon whether the layoff was in accordance with the provisions of this Article.
- 13.6 Any employee laid off will be provided any health insurance coverage which he/she would have otherwise been eligible for under the Employer's Health Insurance Plan for himself/herself and his/her covered dependents without charge through the end of the calendar month following the month the layoff occurred.

Article 14
BULLETIN BOARDS

- 14.1 The Union shall be provided adequate space on bulletin boards including at least one (1) at each location so designated by the Employer. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the décor of the above locations, and with the approval of the Employer.
- 14.2 The Union agrees that it may use its space on bulletin boards provided for in Section 14.2, for the following purposes:
- Notice of Union Meetings
 - Union Elections
 - Reports of Union Committee
 - Rulings and Policies of the Union
 - Recreational and Social Affairs of the Union
 - Union Bulletins
- Any conforming notices posted shall only be removed by a representative of Council 79 or as provided in Sections 14.3 and 14.4 of this Agreement.
- 14.3 No material, notices of announcements shall be posted by the Union which contains anything political or anything adversely reflecting upon the Employer, its employees, or any labor organization among its employees. Any proven violation of this Section by the Union shall entitle the Employer to cancel immediately the provisions of this Section and remove that bulletin board or the partial use thereof.
- 14.4 Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the local Union and the Human Resources Vice President or designee. Such meeting or conference shall be held within four (4) calendar days after a receipt of a written complaint by either the Employer or the Union that a violation exists.
- 14.5 Suitable Bulletin Boards shall be provided for the Union's use as provided in this Article. It shall be understood that any bulletin boards now in use by the Union shall remain in use.

Article 15

HOURS OF WORK AND OVERTIME PAYMENT

- 15.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.
- A. Where rest days cannot be scheduled consecutively, employees within a classification, by shift and unit, will receive uniform treatment in relation to non-consecutive rest days. Where possible, rest days will be scheduled consecutively.
 - B. At least seven (7) calendar days' notice will be required for changing employees regular work schedule. The seven (7) calendar days' notice shall not be required in case of emergency.
 - C. Normal work schedules showing the employee's shifts, work days, and hours will be posted on applicable bulletin boards or issued (with the official schedule being electronic posting) no less than fourteen (14) calendar days in advance, and will reflect at least one pay period work schedule; however, the Employer will make a good faith effort to reflect two (2) pay periods. With prior written approval of the supervisor(s) and provided there is no penalty to the Employer, employees may mutually agree to exchange days or shifts.
 - D. Where work schedules are rotated the Employer shall equalize scheduled weekend work among the employees covered by this Agreement in the same work unit whenever this can be accomplished.
 - E. Except in emergencies, employees will not be required to work more than two (2) different shifts in a work week. When work schedules are rotated the Employer shall grant at least one (1) weekend off per month unless the employee agrees to work every weekend.
- 15.2
- A. Unless otherwise designated by Employer under 15.2B, employees' hours of work are accounted for on a standard work week basis. Employees who are non-exempt under the Fair Labor Standards Act will be paid time and one-half their regular rate for all hours of work in excess of forty (40) hours per work week.
 - B. The standard work period for 8/80 pay system employees as designated by Employer begins at 12:00:01 A.M. on alternate Sundays and each fourteen (14) calendar days later at 12:00:01 A.M. on Sunday. If an employee on the payroll as of August 31, 1996 is changed from the 8/80 pay system to the 40 hour pay system, written notice of the identity and cost center for that employee will be provided by the Hospital to the Union.
 - C. UF Health Jacksonville employees assigned to the work period operations defined in Article 15.2B will be paid at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period constituting one (1) standard work day and time and one-half (1 ½) for all hours worked in excess of eighty (80) hours in any scheduled work period for which overtime has not previously been paid.
 - D. Compensation for the following job classes, and others as may be designated in the future by mutual agreement of the parties, will be converted to a fixed salary pursuant to the terms of the Fair Labor Standards Act, with such employees to be

exempt from overtime pay as long as their duties so qualify: Mental Health Specialists, Child Life Specialists, Clinical Dieticians, Social Workers.⁸

- E. Hours paid but not worked will not be counted as hours worked for the purpose of computing overtime pay.
- 15.3 A. An employee who has left his/her normal place of work for his/her residence and is called back due to an emergency for extra work shall be paid for such time in accordance with the above, provided that he/she shall receive a minimum credit for two (2) hours of work time at the appropriate rate. Once the emergency problem has been corrected, the employee shall be released. The minimum time provided herein does not apply if any early call-in period extends into the start of the employee's regular work period.
- B. Any employee permitted to come to work and then sent home or rescheduled with less than two (2) hours advance notice shall receive a minimum of (2) hours of pay and work time credit at his/her regular hourly rate. Such employee shall not be required to go on mandatory standby under Article 16.7B. However, such employee may voluntarily agree to go on standby, and if so, he/she will receive standby pay for standby hours. If asked to return to work at a later time, he/she shall be compensated for actual time worked, in addition to standby pay. Also, an employee who is sent home early may elect to use available accrued paid personal leave time sufficient to receive pay for a full shift considering (1) pay and hours credited for being sent home early, (2) any call back hours worked, and (3) paid personal leave time.
- 15.4 No employee may authorize overtime for himself/herself but shall work overtime as appropriately authorized by his/her supervisor.
- 15.5 Premium payments shall not be duplicated for the same hours under any of the terms of this Agreement.
- 15.6 It is the responsibility of the Employer to distribute the opportunity for overtime work equally among the employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or work area. It is understood that the sharing of overtime shall not delay, disrupt, nor increase the Employer's cost of operation. Overtime records of the Employer shall be made available to Union officials when requested to resolve a question involving distribution of overtime. It is understood that nothing in this Article shall require payment for overtime hours not worked.
- 15.7 When an employee is required to work for (4) hours before or beyond his/her regular shift, the employer will provide a one-half (½) hour meal period without pay, if so requested by the employee.
- 15.8 Any employee who is off duty and who, as a result of his/her normal duties, is called to testify on behalf of the Employer, in any court or government agency proceeding shall be entitled to receive his/her base rate of pay for all hours on such special duty.
- 15.9 Employees in the bargaining unit will be paid time and one-half (1 ½) for all work actually performed January 1st, Martin Luther King, Jr. Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 25th and Veteran's Day.

⁸ Salaried exempt bargaining unit employees will be paid pursuant to Human Resource Policy HR 02-004.

Article 16
WAGES

- 16.1 A. Across-the-board increases shall be negotiated on an annual (re-opener) basis in alignment with the benefit re-opener process, the hospital budgetary process and latter part of the hospital fiscal year. Any negotiated across-the-board wage increases shall be effective the first (1st) full pay period beginning the following calendar year.
- B. All employees assigned to work any shift other than their normal day shift shall receive the following shift differential pay set forth in Appendices C-1 and C-2. Certain job classes receive differing dollar amounts for evening, night or weekend shifts.
- C. Employees of former UMC shall receive for each five (5) years of continuous service with the Employer, computed from their respective dates of initial employment, an annual increase in pay \$300 for every five (5) year period of continuous service; however, this longevity benefit shall be frozen as of August 31, 1996 and no employee will receive more compensation under this benefit in the future than he or she is receiving as of August 31, 1996.⁹
- 16.2 A. When an employee is demoted to his/her former class during the probationary period following a promotion, his/her pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted and shall be eligible for any general pay increases under Section 16.1A he/she normally would have received had he/she not been promoted.
- B. Upon demotion for cause, the rate of pay in the lower range shall be set by the Employer, and if the affected employee is dissatisfied, he/she may appeal through the established grievance procedure in this contract.
- C. When a transfer not involving promotion or demotion is made from one position to another with the same basic pay rate, the base pay of the transferred employee shall remain unchanged.
- 16.3 The following administrative procedures shall be adhered to by the Human Resources Department in the implementation of the pay plan for employees in the bargaining unit.
- A. New Hire and Promotion Determination
1. Initial hiring to any position shall be made at the entrance rate. Upon recommendation of the Cost Center Director/Manager, the Human Resources Department may approve initial compensation at a higher rate than the minimum rate in the range for the class when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the applicant's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. In the latter case, any incumbents receiving a lower rate shall have their rates increased to the rate established for entrance of new employees.
 2. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall be brought to the new pay grade's

⁹ Effective July 1, 1998, employees who return to work from an unpaid Family and Medical Leave Act leave will be paid pro-rata service pay under this provision in the first paycheck to the employee after return from FMLA leave.

entrance rate based upon years of relevant experience or a 3% wage increase over the rate received immediately prior to promotion, whichever is greater.

- B. Advancement within a Pay Range
Except for Section 16.8, an employee who has reached the maximum of the pay range for his/her job class shall be eligible for a general pay increase pursuant to Section 16.1A, except that such pay will be in the form of a lump sum payment until the range is adjusted or except by specific mutual agreement of the Union and Employer.
- 16.4
- A. In any case when an employee is qualified for and is temporarily required by the Employer to serve regularly in and accept the responsibility for work in a higher class of position for at least eight (8) hours of continuous duty, unless the employee is assigned to a higher classification for the purpose of on the job training for advancement purposes, such employee shall receive a three percent (3%) base pay increase or the entrance level of the higher classification—whichever is greater—for the temporary period of time. Compensation for the higher classification will be allowed only when the duties of the higher classification are assumed in full, except that effective the first full pay period after July 1, 2007, a registered nurse who is designated as “nurse in charge” of an individual shift will receive for that shift an additional premium of \$1.00 hour even though all Charge Nurse duties are not assumed in full. An employee may be temporarily assigned to the work of any position of the same or lower classification. Employees’ schedules within an activity will not be rotated to void out of classification pay.
 - B. When the Union and/or an employee alleges that the employee is being regularly required to perform duties which are not consistent to the approved classification of the position being filled by the employee, the employee and/or the Union may request that the appropriate employer representative review the classifications assigned to the employee’s position. The appropriate Employer Representative shall review the classifications assigned to the employee’s position and the Union and the employee will receive a copy of the decision.
 - C. If hospital management determines pursuant to Article 4.1 that job duties for classes within the bargaining unit are to be changed, added to, deleted, or amended, the Union shall be notified of such determination at least seven (7) calendar days prior to any general notification of same. Job classes will not be changed for the purpose of removing employees or positions from the bargaining unit except by mutual agreement.
- 16.5
- Whenever a full-time job opening occurs that the Employer intends to fill, other than a temporary opening, in any existing job classification or as a result of the development or establishment of new job classification, a notice shall be posted (including electronic posting) on all appropriate bulletin boards for seven (7) calendar days. During this period, employees who wish to apply for the position may do so online. Job openings may be temporarily filled by Employer assignment, or reassignment, and shall be considered as training assignments by which an employee may obtain experience that will enable him/her to qualify for future promotion.

- 16.6 In those areas, sections, and departments where there are non-rotating shifts, an employee may request a change of shift in writing. The written request by the employee will be kept on file, indicating the shift requested. When a vacancy occurs and two or more employees in the same class have requested that shift, or when shift assignments are made or requested by the Employer, the following factors are to be adhered to:
1. Length of service with the Employer for employees whose request for Change of Shift has been on file for at least twenty-one (21) calendar days prior to the vacancy occurring.
 2. The efficiency and competency of the shift the employee now works and the shift requested should not be compromised if such requested transfer is made. The Employer shall not unreasonably deny an employee's request for transfer to another shift. If there are insufficient volunteers the Employer shall assign the least senior qualified employee.
- 16.7 A. Any compensation over and above that which is provided for in this contract which was made in accordance with the Human Resources Department Pay Plan, shall remain in effect.
- B. Any employee can be required to be on stand-by status during his/her off duty (non-paid leave) hours and shall receive a minimum of \$2.50 per hour. Stand-by time shall be that time when an employee is required to keep the Employer advised as to his/her whereabouts and be available to report for duty not less than 45 minutes after call to duty notification is given. See Appendix D.
- C. Employees scheduled to work twenty-four (24) or more continuous hours shall be scheduled for a minimum of five hours of sleep time which time shall not be compensated, except that members of the flight crew shall receive one half their hourly wage rate for sleep time. Calls to duty during sleep time shall be compensated. If an employee does not have a reasonable opportunity for five uninterrupted hours for sleep then all such time shall be compensable.
- 16.8 Nothing contained in this Agreement shall grant the right to reduce anything in the current contract without formal written authorization of both Council 79 and the Employer. However, the pay ranges covered by this Agreement sets the minimum wage levels to be paid to employees, and the Employer may pay more compensation to employees in a job class in a cost center, such as incentive pay or bonuses, based on such factors as market driven wage competition and/or excess employee turnover. The Union shall be notified of such changes at least seven (7) calendar days prior to the effective date of such changes.
- 16.9 A. Merit pay shall be negotiated on an annual (re-opener) basis in alignment with the benefit re-opener, the hospital budgetary process and latter part of the hospital fiscal year, unless the parties mutually agree to meet and negotiate earlier in the fiscal year. Annual reviews shall be due for bargaining unit employees on October 1 of each calendar year, and any merit pay increase shall be effective the first full pay period of January following the annual review date. A merit pay review and pro-rata payment, where appropriate, will be made at the time of a promotion, demotion, which is part of a layoff situation, or lateral transfer.

- B. For Outstanding Performance: In addition to any Merit Pay set forth in Article 16.9A, in the case of employees who have exhibited outstanding ability and exemplary effort for a period of one (1) year, an additional 1% lump sum bonus may be recommended by the employee's Cost Center Director/Manager with approval by the Human Resources Vice President/designee and appropriate administrative authority of the Hospital.
- C. An employee who has reached the maximum of the pay range for their job class shall be eligible for merit pay pursuant to section 16.9A, except that such pay would be in the form of a lump sum bonus rather than an increase to the employee's base pay rate. A merit pay lump sum percentage or the Outstanding Performance bonus percentage in 16.9B shall apply to the employee's total earnings for the 26 whole pay periods immediately preceding the employee's annual review date. Based on the voluntary and extra nature of the compensation to be provided under this Section 16.9, notwithstanding any other provisions in this Agreement, the merit pay and Outstanding Performance bonus determination process shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Ratings shall be completed by non-bargaining unit supervisors who are or become familiar with the work performance of the employee. This shall in no way affect review procedures.

Article 17
EMPLOYEE BENEFITS

- 17.1 A. The Employer will continue to make available to the employees a “flexible” benefits program as provided for in Section 125 and other appropriate provisions of the Internal Revenue Code. Through this plan the Employer shall provide to the employees a basic health, dental, and life insurance benefit and contribution toward the cost of employee and dependent coverage. On January 1, 2019, the health plan options and disability plan design will become effective. The parties agree that this Appendix shall be subject to reopener in 2019 and 2020 and that cost sharing shall be part of the annual reopeners. Such reopeners in calendar years 2019 and 2020 shall be triggered upon sixty (60) days advanced written notice from either party. The parties further agree that any cost increase received from insurance carriers and/or TPA in 2019 and 2020 for health insurance shall be shared in proportion to the current contribution levels for that year. With respect to Option 5 Retiree Medical Insurance, the Employer will continue to share cost increases with future retiree medical insurance plan participants annually, but the Employer’s contribution rate shall not exceed fifty percent of its January 1, 2004, contributions (excluding current defined benefit plan participants and employees with 28 or more years of service as of December 31, 2003, who will be eligible for Option 5 at the rates in effect on January 1, 2004).
- B. With respect to Option 5 Retiree, the Employer agrees to provide eligible bargaining unit employees participation in the UF Health Jacksonville Shared Savings Retirement program.
- C. The Employer shall provide a group disability insurance program for non-work related long term permanent disability at no cost to the employee. The employee shall be eligible for such group disability coverage on the first day of the month next following one year of full-time employment. Such coverage shall provide a benefit of 60% of the employees’ pre-disability pay in accordance with the hospital’s current group long-term disability insurance program, with plan design changes as presented during negotiations.
- 17.2 The Employer agrees to provide a payroll deduction process that is to be available to the employees in the bargaining unit for various voluntary insurance plans. These products shall be administrated by an “Agent of Record” so designated by the Union. It is understood and agreed that the Employer may assess a charge not to exceed six (6) cents per deduction per payroll. Further it is agreed that the Employer assumes no responsibility or liability to or for the Union’s Agent of Record.
- 17.3 Where an employee is required to use his/her personal automobile in the performance of his/her duties, he/she will be reimbursed for operating expenses, exclusive of mileage traveled to and from his/her work location. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties. The rate of reimbursement will be based on Internal Revenue Services (IRS) regulations.
- 17.4 It is agreed while any employee covered by this Agreement is on duty, personal property except rings and jewelry worn by him/her be repaired or replaced by the Employer when damage occurs as a result of performance of his/her duties. Before any such personal property is repaired or replaced, a timely report of such incident

shall be submitted to and approved by the appropriate Cost Center Director/Manager. Any denials shall be made known to the Union. In no event shall the Employer reimburse or repair any item to the limit that it would exceed two hundred fifty dollars (\$250.00). The Employer shall make every reasonable effort to reimburse the employee within 30 calendar days.

17.5 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).

17.6 For the purpose of this Agreement, Seniority shall be defined as the employee's length of continuous full-time service at UF Health Jacksonville. (With the merger of MMC and UMC, with some employees of each having been employed previously at the other, seniority will be determined by the last date of hire by either entity as of August 3, 1999.)

17.7 Pension Negotiations: It is agreed that the issue of pension benefits shall remain open for further negotiations and agreement by and between the parties for the duration of this Agreement. It is agreed, however, that no other term or provision of the Agreements shall be deemed open for further negotiations and agreement (unless specifically agreed to), and that the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect notwithstanding this Agreement to continue negotiations on the sole issue of pension benefits. The Hospital and the Union agree to meet and to discuss the matter of pension benefits upon the written request of either party. Such meetings must be held within fifteen (15) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties.

Article 18
TUITION ASSISTANCE

18.1 **OBJECTIVES**

- A. To encourage and enable regular, non-probationary, full-time employees of the Hospital to participate in continuing health-care related education.
- B. To assist employees in acquiring knowledge and skills essential to professional development.

18.2 **COORDINATION**

The Hospital will assign responsibility for coordinating the Tuition Reimbursement Program. These functions include the planning, administration, record keeping and reimbursement approval.

18.3 **APPLICATION PROCEDURES**

A. *Tuition Assistance*

- 1. The employee must complete the Tuition Reimbursement form and submit it to the Employee Service Center within 30 days of the course end date.
- 2. The following documentation **MUST** also be submitted with the completed reimbursement form:
 - 3. Course schedule showing start and end dates
 - 4. Grade received
 - 5. Tuition amount charged for course
 - 6. How tuition was paid.

B. *Textbook Reimbursement:*

- 1. An employee must complete the Certification for Textbook Reimbursement form and submit it to the Employee Service Center within 30 days of completing the course.
- 2. The following documentation **MUST** also be submitted with the completed reimbursement form:
 - 3. Grade received
 - 4. Amount paid for the books
 - 5. How books were purchased

C. The employee must complete the Tuition Reimbursement form and submit it to the Employee Service Center within 30 days of completing the exams **OR** receiving the exam results. A separate application must be submitted for each exam no later than three months after the course ends.

D. The following documentation **MUST** also be submitted with the completed reimbursement form:

- E. Copy of the certification
- F. Amount charged for exam
- G. How exam cost was paid.

18.4 **PAYMENT**

- A. Reimbursement will be processed within 1 to 2 pay periods after **ALL** documentation has been received. Reimbursement will be added to the employee's regular paycheck.

- B. Tuition reimbursement is not considered taxable.
 - 1. In compliance with IRS regulations (section 127), employer provided tuition reimbursement is exempt from taxation up to a maximum of \$5,250.00 per calendar year.
 - 2. Employees will be responsible to pay applicable tax as required under Federal tax guidelines for reimbursement received over \$5250 within a calendar year.

Please consult with your tax advisor for additional information.

18.5

GENERAL GUIDELINES

- A. The employee requesting tuition reimbursement must complete the six-month probationary period prior to coursework/certification exam completion.
- B. Courses/certification exams will be eligible for tuition reimbursement provided they enhance the employee's knowledge, skills or abilities in his/her current position, another hospital position or are required as part of a healthcare-related degree or certificate program which may be required by any hospital employer as a requirement for employment (for example, Bachelor of Science degree in Accounting for an accountant position or medical assistant certification).
- C. Fees that are eligible for reimbursement are: exam registration, laboratory fees, college application fees and college admission fees. Non-covered expenses include but are not limited to accelerated program fees, equipment, supplies, tests, admissions or orientation fees. Expenses not covered are the responsibility of the employee.
- D. Some non-credit courses, such as remedial courses required by a school to gain admittance into a degree program, or GED high school equivalency programs, are eligible for tuition reimbursement.
- E. Coursework must be taken at an accredited institution or recognized body licensed to grant certifications.
 - 1. All courses must be provided by an institution holding Regional accreditation recognized by the U.S. Department of Education.
 - 2. School accreditation can be verified via the U.S. Department of Education's Office of Post-secondary Education (OPE) website.
- F. If an employee attempts a course three or more times, the cost per credit hour for the successfully completed course will be reimbursed at the "in state" rate.
- G. The maximum annual reimbursement per employee each fiscal year will be: Graduate Degree Program (Masters/PHD) - Two thousand seven hundred fifty dollars (\$2,750.00).
 - 1. Undergraduate Degree Program (Bachelors and Associates) One thousand eight hundred dollars (\$1,800.00).
 - 2. Certificate /License - Eight hundred dollars (\$800.00).
 - 3. Fiscal Year is determined by when the tuition reimbursement assistance is paid not when the course actually ended. (i.e., course ended May 28, 2018 and payment was received 7/5/2018. The amount received would apply to the 7/1/2018 through 6/30/2019 fiscal year.)

4. Tuition Assistance annual allotments do not carry over from one fiscal year to another. Any unused portion is forfeited at the end of the fiscal year.
- H. An employee who leaves employment of the Hospital for any reason, except involuntary layoff, within one year of receiving tuition reimbursement must repay a prorated portion of the cost of the course(s)/certification exam, laboratory fees and/or textbooks paid during the current fiscal year (July 1-June 30). Prorated amount will be based on the number of remaining days in the fiscal year from the employee's termination date. The date on the tuition reimbursement check request will be used as the reference date of course payment. Any fee reimbursements paid to an employee within the last fiscal year prior to end of employment will be treated as a wage advance subject to recovery from unpaid wages or benefits.
 - I. Approved courses must be taken outside regular work hours and must not interfere with hospital staffing needs.
 - J. Employees, who register for and fail to attend a hospital sponsored class/seminar for which they are being paid to attend, will be subject to the Time and Attendance policy. (HR-02-007)
 - K. Tuition assistance may be used for certain certification exams or licenses that are required by the employer in addition to those required by a Federal or State Agency for the employee's job.
Expenses Not Covered Under Certification/License:
 1. Certifications/Licenses required by a Federal or State Agency (i.e., RN, MA, etc.)
 2. Life Support Certifications
 3. Continuing Education Credits (CEUs)
 4. Recertification Fees
 5. Membership Fees
 6. Prep courses.
 - L. Participation in this program does not guarantee a specific career result such as a promotion or salary increase.

18.6 **COURSE COSTS AND REIMBURSEMENTS**

- A. Employees must pay registration fees, tuition, and laboratory fees prior to taking the course.
- B. Employees must pay for books and personal material (paper and pencils).
- C. Financial assistance granted under this program will be limited to reimbursement of tuition and/or fees and 50% of required text book costs. A passing grade of "C" or better must be attained. No payment will be made when there is no cost to the employee due to scholarships, VA benefits, or other outside assistance. Where scholarships, VA benefits or other loans do not cover tuition expenses for the specified credit limit per term, tuition reimbursement may be used to make up the difference.
- D. Upon completion of the course, the employee must submit an original grade report showing a passing grade of "C" or better to Training and Development (or other designated office). Where circumstances prevent the employee from submitting the original grade report, and original document issued on school letterhead and

signed by a school records official will be accepted. Employees should also submit a copy of any diplomas or certificates earned as a result of tuition reimbursement assistance.

- E. Request for course reimbursement must be made within 30 calendar days of course completion.
- F. Reimbursement for course completion will be made at 100% for a “C” or above subject to fiscal year maximums.
In courses where grades are not assigned, documented satisfactory completion of the course is required and will be reimbursed at 100%. Required text books – 50% reimbursement.

18.7 **Termination Repayment**

- A. In the event that an employee is termed for cause or not for cause, the employee is required to pay back a prorated amount of the funds received for Tuition Reimbursement and Book Reimbursement within the current fiscal year (July 1- June 30) on or before the last day of employment. The prorated amount is based on the number of days remaining in the fiscal year.
- B. Registered Nurses who voluntarily resign from the organization within one year of completion of the **UF Health Jacksonville Graduate Nurse** or **Critical Care Fellowship Program** will be required to reimburse UF Health Jacksonville for costs associated with the programs at the following prorated basis:
 - Critical Care Fellowship - \$2,500
 - Graduate Nurse - \$1,000
- C. Effective July 1, 2011:
 - a. EPIC certified employees in other job classes who leave employment of the Hospital for any reason, except involuntary layoff, within one year of EPIC certification must immediately reimburse UF Health Jacksonville for the cost of the class(es)/certification exam on a prorated basis. The date of the certification will be used as the reference date for repayment. The repayment amount will be based on the specific EPIC certification the employee receives.

Article 19

SEVERABILITY

- 19.1 In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the court's decision; and upon issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

Article 20
ENTIRE AGREEMENT

- 20.1 The parties acknowledge that during 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, 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 (except as provided in Sections 16.1A, 16.9A and 17.1A of this Agreement, which provides for annual wage and benefit reopener negotiations over health insurance options) to bargaining collectively with respect to any subject or matter not specifically 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 same time they negotiated or signed this Agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.
- 20.2 During the term of this Agreement, a copy of any new or revised departmental policy and work regulations will be forwarded to the Union to the extent wages, hours or terms and conditions of employment are affected. All department policies and work regulations shall be in conformity with the terms and conditions of the Contract.
- 20.3 All departmental policies and work regulations shall be posted in the appropriate areas.
- 20.4 This Agreement shall be effective on July 1, 2018, and shall remain in force and effect through the thirtieth day of June, 2021.

AFSCME COUNCIL 79
LOCALS 1781 AND 1328

IN WITNESS WHEREOF, WE, the Negotiating Teams for the parties, hereto have set our hands this 16th day of AUGUST, 2018.

FOR THE UNION

Deepak Shrivastava
[Signature]
Brenda Brigggs
Dan Coffey

FOR THE EMPLOYER

[Signature]
George Thomas
Margaret Zehjaka

Ramon Wilkins
Michael D. Salo
Vanette Williams
[Signature]
Mark E. Jordan

The foregoing Agreement approved this 16th day of August, 2018.

[Signature]
Leon Haley, Jr., M.D., MHSA, CPE, FACEP
Chief Executive Officer

Council 79 - Unit 120
Professional Regular Full-Time

Appendix A

Job Code	Job Title
530231	Coord Laboratory Education
487631	Coord Pulmonary Hypertension
428931	Coord RN Clinic Care
610531	Counselor Financial
505831	Cytotechnologist
400631	Dietitian
402131	Dietitian - Total Care Clinic
401931	Dietitian-Bariatric/HlthyStart
417831	Evaluator Psychiatric
507731	Histotechnologist
507131	Histotechnologist II
605631	Liaison Perinatal Med Ch
525231	Navigator Breast Imaging
501231	Nurse Graduate
428331	Nurse Laser Safety
418631	Nurse Perioperative
402831	Nurse RN
405231	Nurse RN - Flex
410631	Nurse RN - Cardiac Cath
402931	Nurse RN - EP
410231	Nurse RN - First Assistant
410831	Nurse RN - LDRP/GYN
410731	Nurse RN - Rad Spec Proc
429431	Nurse RN- CC Residency Program
452431	Nurse RN Charge
408231	Nurse RN DC/ADM Coord
408331	Nurse RN Lactation
404231	Social Worker I
400531	Social Worker II
405931	Spec Child Life
527731	Tech Polysom
504931	Tech Polysom Lead
527831	Tech Polysom Sr
504431	Tech Pulmonary Diagnostic

Job Code	Job Title
524631	Technol CT
534631	Technol CT Lead
524931	Technol Mammography
502231	Technol Medical I
514031	Technol Medical II
514231	Technol Medical II - North
514331	Technol Medical III
524731	Technol MRI
534731	Technol MRI Lead
503231	Technol Multi Modality Radiolo
502431	Technol Nuclear Med
503131	Technol Nuclear Med Lead
505231	Technol Radiological
514531	Technol Radiological Lead
514931	Technol Spec Proced Lead
524831	Technol Spec Procedures
509031	Technol Spec Procedures-Pain
423131	Ther Mental Hlth I
808131	Ther Mental Hlth II
403331	Ther Recreational
503831	Ther Respiratory I
423431	Ther Respiratory II
505131	Ultrasonographer

Council 79 - Unit 70
Nonprofessional Regular Full-Time

Job Code	Job Title
608031	Assoc Clerical
806731	Assoc Food Services II
602031	Assoc Gift Shop
801631	Assoc Guest
603131	Assoc HIM
803531	Assoc Patient Care - Lift
803231	Assoc Patient Care
432331	Assoc Patient Care-TCU
428531	Assoc Patient Care-Women Serv
412831	Assoc Research
413031	Asst Cath Lab
517631	Asst Medical
503331	Asst Medical Lab
700731	Attendant Parking
306631	Clerk Accounting II
646431	Clerk Accounting III
602931	Clerk I
603831	Clerk II
642431	Clerk OR Scheduling & Billing
601131	Clerk Patient Financial Svcs
603731	Clerk Receiving/Dist I
603631	Clerk Receiving/Dist II
480031	Coord Clinical Research
621631	Coord Dispatch
510331	Coord OR Resources
700031	Coord Parking Maintenance
643531	Coord Referral
639131	Coord Surgical
800631	Courier
509131	Diener/Tech Prep
809831	Driver Food Svcs
803631	Driver Public Transport
700931	Laborer General
700631	Maintenance Carpenter

700831	Maintenance Mechanic I
701131	Maintenance Mechanic II
701331	Maintenance Mechanic III
701231	Maintenance Painter
701431	Maintenance Signmaker
509731	Medic Emergency Department
501431	Nurse Graduate Practical
501931	Nurse Lic Practical
502131	Nurse LPN - Ambulatory
501631	Nurse LPN - Quality Mgt
503931	Nurse LPN Resource-Chemo
701531	Operator Plant
508131	Paramedic
508231	Paramedic Critical Care
509931	Paramedic-North
504231	Phlebotomist
612931	Processor Claims
605831	Receptionist
600631	Rep Admissions
607331	Rep Charge
606931	Rep Client Service - Call Ctr
606831	Rep Client Service I
635731	Rep Client Service II- Admin
635831	Rep Client Service II Lead
634731	Rep Client Service II-Clinical
607731	Rep Customer Service
417531	Rep Financial
641031	Rep Lab
641431	Rep Lab-North
804131	Sitter
422431	Spec Aeromed Comm Sr
636731	Spec Community Data Entry
608631	Spec Finan Eligibility
608731	Spec Follow-Up
417731	Spec Insurance
609231	Spec PFS Reimbursement
617731	Spec Radio Communications
500131	Tech Anesthesia
522731	Tech Anesthesia II
505731	Tech Biomedical Equip I

508531	Tech Biomedical Equip II
501131	Tech Dialysis I
506431	Tech Dialysis II
512831	Tech Electrodiagnostic
507031	Tech Electrophysiology
523831	Tech Emergency Dept
512931	Tech Equipment Peri
507931	Tech GI Lab
500831	Tech HIM Imaging
700131	Tech HVAC-Temp Control
511031	Tech Inventory
501331	Tech Lab Prep
641831	Tech Medical Lab
501731	Tech Medical Lab
514831	Tech Medical Perioperative
507831	Tech Mental Health
509531	Tech Monitor/EMU
511731	Tech Neurodiagnostic
515531	Tech Non-Invasive
502931	Tech Orthopedic
509831	Tech Orthopedic Lead
803431	Tech Perioperative-North
521931	Tech Pharmacy
504131	Tech Pharmacy Specialty
801731	Tech Rehab
543031	Tech Sterile Processing
543231	Tech Sterile Processing & Supp
543131	Tech Sterile Processing Lead
544131	Tech Supply
544231	Tech Supply Clinical Periop
802431	Tech Supply I
544031	Tech Supply II
511431	Tech Supply III
511631	Tech Supply&Equip
508731	Tech Video Monitor
503631	Technol Specialty
509231	Technol Surgical - First Assi
502631	Technol Surgical I
502831	Technol Surgical II
802631	Transporter

Appendix C-1

Shift Differential Pay / Badging Guidelines

Employees assigned to work any shift other than a normal day shift shall receive shift differential pay as provided for by their job class. The shift differential pay of 10% and 15% respectively is added to the base pay for those employees who do not work a normal day shift as outlined below except that certain job classes receive differing dollar amounts for work performed on evening, night, or weekend shifts:

Contract Outline	Hours	Shift	Diff
Weekday	4:00am - 11:59am	Day	No Diff
8-10 hour	2:45pm - 10:30pm	Eve	10%
	10:30pm - 7:15am	Night	15%
Weekend			
Weekend	4:00am - 11:59am	Day	\$1.00
8-10 hour	2:45pm - 10:30pm	Eve	10%
	10:30pm - 7:15am	Night	15%
12 hours			
Weekday	4:00am - 6:45pm	Day	No Diff
12 hours	6:45pm - 7:15am	Night	15%
Weekend			
Weekend	4:00am - 6:45pm	Day	\$1.00
12 hours	6:45pm - 7:15am	Night	15%

APPENDIX C-2

COUNCIL 79 NON-PROFESSIONAL REGULAR FULL-TIME UNIT 70 - HOURLY SHIFT DIFFERENTIAL

TITLE	WEEK EVENING	WEEK NIGHT	WEEKEND DAY	WEEKEND EVENING	WEEKEND NIGHT
Asst Cath lab	\$1.41	\$1.76	\$0.00	\$1.41	\$1.76
Medic Emergency Department	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Nurse Graduate Practical	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Nurse Lic Practical	\$2.25	\$3.00	\$3.50	\$4.00	\$5.00
Nurse LPN - Ambulatory	\$2.25	\$3.00	\$3.50	\$4.00	\$5.00
Paramedic	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Paramedic Critical Care	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Paramedic-North	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Spec Aeromed Comm Sr	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Spec Cardiothoracic	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Tech EEG/EMG	\$1.41	\$1.76	\$0.00	\$1.41	\$1.76
Tech EKG	\$1.41	\$1.76	\$0.00	\$1.41	\$1.76
Tech Emergency Department	\$1.76	\$2.82	\$0.00	\$1.76	\$2.82
Tech GI Lab	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Tech Lab Prep	\$1.76	\$3.76	\$3.35	\$3.35	\$4.76
Tech Neurodiagnostic	\$1.41	\$1.76	\$0.00	\$1.41	\$1.76
Tech Non-Invasive	\$1.41	\$1.76	\$0.00	\$1.41	\$1.76
Tech Pharmacy	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Tech Pharmacy Specialty	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Tech Stress	\$1.41	\$1.76	\$0.00	\$1.41	\$1.76
Tech Surgical I	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Tech Surgical II	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82

APPENDIX C-2

COUNCIL 79 PROFESSIONAL REGULAR FULL-TIME UNIT 120 - HOURLY SHIFT DIFFERENTIAL

TITLE	WEEK EVENING	WEEK NIGHT	WEEKEND DAY	WEEKEND EVENING	WEEKEND NIGHT
Counselor Financial	\$2.35	\$3.76	\$0.00	\$2.35	\$3.76
Cytotechnologist	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Evaluator Psychiatric	\$2.35	\$3.76	\$0.00	\$2.35	\$3.76
Histotechnologist	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Liaison Perinatal Med Ch	\$2.35	\$3.76	\$0.00	\$2.35	\$3.76
Navigator Breast Imaging	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Nurse Graduate	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse Laser Safety	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse Perioperative	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse RN	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse RN - Flex	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse RN - EP	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse RN ADT	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse RN Charge	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Nurse RN Lactation	\$5.00	\$6.50	\$7.50	\$9.00	\$10.25
Spec Lab Tech	\$2.35	\$3.76	\$3.35	\$3.35	\$3.76
Tech Lab	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Tech Lab Prep	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Tech Medical Lab	\$1.76	\$2.82	\$1.00	\$2.76	\$3.82
Tech Polysom	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Tech Polysom Sr	\$2.35	\$3.76	\$3.35	\$3.35	\$4.76
Tech Pulmonary Diagnostic	\$2.35	\$3.76	\$5.15	\$5.86	\$6.55
Technol CT	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol CT Lead	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol Mammography	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol Medical I	\$2.35	\$3.76	\$3.35	\$3.35	\$6.55
Technol Medical II	\$2.35	\$3.76	\$3.35	\$3.35	\$6.55
Technol Medical II - North	\$2.35	\$3.76	\$3.35	\$3.35	\$6.55
Technol Medical III	\$2.35	\$3.76	\$3.35	\$3.35	\$6.55
Technol MRI	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol MRI Lead	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol Multi-Modality Radiolo	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol Nuclear Med	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol Nuclear Med Lead	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol Radiological	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Technol Radiological Lead	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76
Ther Recreational	\$2.35	\$3.76	\$0.00	\$2.35	\$3.76
Ther Respiratory I	\$2.35	\$3.76	\$5.15	\$5.86	\$6.55
Ther Respiratory II	\$2.35	\$3.76	\$5.15	\$5.86	\$6.55
Ultrasonographer	\$2.35	\$3.76	\$2.12	\$2.35	\$3.76

APPENDIX D

Effective upon ratification of the 2018-2021 Agreement, the following *additional* positions will receive \$4.00 per hour on call pay (standby): Tech Special Procedure-Radiology (524831), Tech Special Procedure Lead-Radiology (514931), Tech Cardio Lead (512531), Tech Cardio-Cath Lab (503731), Tech Cardio-EP Lab (505931), Tech-Sterile Processing & Supply (543231), Tech-Sterile Processing (543031), Tech Anesthesia (500131), Tech Anesthesia II (522731), Echocardiographer (500731), Echocardiographer Lead (505331), Technol Nuclear Med (502431), Technol Nuclear Med Lead (503131), Technol Multi-Modality Radiolo (503231), Ultrasonographer (505131), Technol Radiological (505231), Technol CT (524631), Technol MRI (524731), Technol CT Lead (534631).