

Tentative Agreement

SEIU – Attending Physicians CBA

March 18, 2010

1. Article XI, Salaries, section 4 B shall be amended by adding the following:

B. Effective on the first pay period after ratification, all employees in the bargaining unit shall be required to contribute five percent of base wages toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article XVIII, under Group Insurance. The deduction shall be in pre-tax dollars to the extent allowable by law.

Notwithstanding the foregoing, all employees in bargaining unit classifications shall receive the highest salary increase received by any other bargaining unit classification for any period during the 2009-2010 fiscal year under an collective bargaining agreement between Miami-Dade County (or PHT) and any collective bargaining agent (including but not limited to PBA/Police, IAFF/Fire Rescue, TWU/Transit, etc.)

Year 2010-2011 - Effective the first pay period in July 2011, all employee wages and the range minimum and maximum shall be increased by three percent (3%).

2. The concessions to help save JHS agreed to herein are contingent upon all other employees, whether represented or unrepresented, contributing equitable concessions.

3. Article XVI shall be amended by adding the following paragraph as new section F as follows:

Notwithstanding the provisions herein, there shall be no layoffs in any bargaining unit positions beyond those presented on March 16, 2010, to the Board of County Commissioners (i.e. RNs – 112, Professional Unit – 63, Attending physicians – 16) prior to October 1, 2010.

Provided however the employer shall continue to abide by the parties' 45 day partnership letter agreement dated February 25, 2010.

4. Article XVII shall be amended by adding the following paragraph:

Protection – Core Patient Services: Notwithstanding the provisions of Article XVII, there shall be no contracting out of bargaining unit work/positions in core patient services (including but not limited to Ryder Trauma, Emergency Care Center, and all medical and surgical positions supporting of the ECC, all inpatient hospitalist physicians) prior to October 1, 2010. Thereafter during the term of the contract, there shall be no contracting out of the positions/work in core patient services except by mutual written agreement.

- 5 Article XVIII – Group Insurance is amended as follows at subsection C 2:

Effective on the first pay period upon ratification of this agreement, this flex dollar contribution shall be suspended for the following 15 months. One-fifth of the value of this suspended benefit shall be transferred to the ~~SEFC Caregiver~~^{EMJ MB} JHS Sustainability Project outlined in this contract on a monthly basis. Thereafter the \$1000 employer contribution shall be automatically restored to the Flexible Benefits Plan.

6. Article XIV section 2 is amended by adding at the beginning of section 2:

Effective upon ratification of this agreement, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, payment of longevity bonuses shall be automatically restored.

7. The new articles identified below (JHS Sustainability Project and Joint Efficiencies Task Force) shall be adopted.

8. Article XXIX Duration shall be amended as follows:

The collective bargaining agreement between the PHT, Miami Dade County and Local 1991, Service Employees International Union, shall be effective October 1, 2008 and continue to September 30, 2011.

Either party may require by written notice to the other, no later than June 30, 2011, negotiations concerning modifications, amendments, and renewal of this agreement to be effective October 1, 2011.

9. Article XI section 3E shall be amended to add at the end of section 3E as follows:

Effective upon ratification of this agreement, the \$50 biweekly pay supplement shall be suspended. The \$50 biweekly pay supplement shall be restored automatically one year after ratification of this agreement.

10. Except as herein revised, all other provisions of the contract shall remain in place.

11. New Article - JHS SUSTAINABILITY PROJECT:

There shall be established the JHS Sustainability Project. The purpose of the Project is to assist in the turnaround and sustainability of JHS through education, training, symposia, communications, demonstration projects, on site review of efficiency programs, utilization of experts, and such other related activities. The Project shall be funded through contributions as specified in Article XXI C2. Those contributions shall be deposited into a separate Union account every thirty days to be administered and directed by the Union and to be used for the purposes of the Project. Any such turnaround/financial experts used herein shall be fully integrated into the employer's turnaround and sustainability efforts at all stages (planning, idea generation, analysis, decision making, shared documentation and implementation) and shall work in conjunction with the JHS experts in this regard. All SEIU requests for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billings, audits and other records shall be provide within 72 business hours of the

request at no charge. Such experts shall be provided access to the employer facilities and shall be provided suitable working space at the facility.

12. New Article - JOINT EFFICIENCIES TASK FORCE:


A. The Union and the Employer recognize that it is in the interest of all parties to find efficiencies in order to maximize fiscal responsibility. To that end, the Employer shall provide no less than 8 FTE paid released employees selected by SEIU to work on the Joint Efficiencies Task Force. The purpose of the Task Force shall be to identify and to address workplace efficiencies. This Task Force shall be jointly administered by the Union and the Employer, each of which shall appoint two employees upon ratification for purposes of administering and leading the Efficiencies Task Force.

B. Within 90 days of ratification, the parties shall jointly develop a program for establishing employee incentives for identifying and generating workplace efficiencies and savings. The details and terms of this program, including but not limited to its procedure, savings distributions and formula for incentives, will be jointly agreed to by the parties. Should the parties not reach agreement at the end of the 90 day period, all disputes shall be resolved through final and binding interest arbitration before Arbitrator Robert Hoffman or Mark Lurie in the event Hoffman is unable to serve.

C. The parties have agreed to jointly seek new revenues. In recognition of this successful effort, the equivalent of 2 percent of such monies received shall be contributed annually to the JHS Sustainability Project as outlined in this contract.

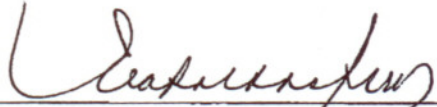
D. TOPS review shall be a first agenda item addressed by the Joint Efficiencies Task

Force.



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President
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Dated: 3-18-10



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President and CEO
Jackson Health System/PHT of MDC

Dated: 3/18/10