

A G R E E M E N T

BETWEEN

SHANDS HOSPITAL

AND

**FLORIDA NURSES ASSOCIATION, OFFICE AND
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 713, AFL~CIO**

MAY 1, 2017

To

APRIL 30, 2020

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AGREEMENT

THIS AGREEMENT is between the SHANDS HOSPITAL AT THE UNIVERSITY OF FLORIDA, referred to herein as the Employer, and the FLORIDA NURSES ASSOCIATION, Office and Professional Employees International Union, Local 713, AFL-CIO, referred to herein as the Association, representing the employees in the Registered Nurse Bargaining Unit in the Hospital otherwise referred to as N.U.R.S.E.S described herein.

PREAMBLE

WHEREAS, it is the desire of the parties to this Agreement to promote harmonious and cooperative relationships between the Employer and its employees, both collectively and individually; and to establish a procedure for the resolution of differences; and to establish the terms and conditions of employment; and to protect the public by assuring, at all times during the term of this Agreement, the orderly and uninterrupted operations and functions of the Employer's facilities and both the Employer and its employees agree that they share a duty to provide Healthcare to the public utilizing the Employer's facilities; and

WHEREAS, it is the intention of the parties to improve the standards of performance of quality patient care; and

WHEREAS, it is the desire of the parties that services be provided consistent with the needs and goals of patients and with the responsibilities of the employees as professional health care providers in keeping with the precepts of the Professional Practices Act of Florida and the Professional Code of Ethics; and WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations:

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

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Florida Nurses Association, Inc., Office and Professional Employees International Union, Local 713, AFL-CIO, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees of the Employer's Gainesville, Florida facility in the following described unit:

Included: All persons employed in the job classification of Registered Nurse

Excluded: All other employees of the Employer

The Employer also recognizes, on a non-precedent setting basis as set forth in the attached Memoranda of Understanding ("MOU"), the Florida Nurses Association, Inc., Office and Professional Employees Union, Local 713, AFL-CIO, as the exclusive representative for the listed employee classification at each of the Employer's facilities listed below:

| <u>Facility</u> | <u>Job Classification</u> | <u>MOU</u> |
|------------------------|----------------------------------|-------------------|
| Springhill | Staff Registered Nurse | 6/1/15 |
| ShandsCair | Staff Registered Nurse | 6/1/15 |
| Shands Vista | Staff Registered Nurse | 3/10/16 |
| KED | Staff Registered Nurse | 3/21/17 |

ARTICLE 2

MANAGEMENT RIGHTS

Except as expressly limited by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time redetermine, the number, locations, and type of its various operations, functions, and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operations, functions, or services, in whole or in part; to transfer its operations, functions or services, either in whole or in part to other divisions; to subcontract or lease all or part of its functions; to utilize travelers as deemed necessary by the Employer as provided by Hospital policy which the Hospital shall be able to change in consultation with the Association, with the Hospital retaining the ultimate authority regarding the employment and utilization of travelers; to select and direct the employee working force in accordance with requirements determined by the Employer; to be the ultimate judge of the quality and acceptability of patient care; to establish, change, modify, interpret or abolish work rules, policies and procedures; to create or discontinue job classifications; to establish and change work schedules and assignments; to transfer, promote, or demote employees; to lay off, furlough, terminate, or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge, or otherwise discipline employees for just and proper cause; and otherwise to take such measures as the Employer may determine to be necessary to the orderly and efficient operation of its various operations, functions, and services.

ARTICLE 3

NO DISCRIMINATION

Section 1.

The Employer and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal law. The Association agrees to support the Employer's Affirmative Action Program and any other affirmative action programs affecting Unit employees which may be developed by the Employer and which comply with or are mandated by applicable State and/or Federal Law.

Any claim of discrimination by an employee against the Employer, its officials or representatives, except for grievance related to Association membership or activities, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law and not subject to the grievance procedures herein.

Section 2.

Neither the Association nor the Employer shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association, and neither party shall discriminate against any such employee because of membership or non-membership in any employee organization.

ARTICLE 4

CHECK-OFF

Section 1.

The Employer agrees to deduct Association membership dues, in whatever amount is authorized by the Association, from earnings of any employee covered by this Agreement, provided a voluntary, written/electronic authorization is obtained. Employees may discontinue membership deductions upon thirty (30) days written/electronic notice to the Association. The Association will notify the Employer to discontinue membership deductions within ten (10) days.

Section 2.

The Association shall provide acceptable authorization forms necessary to deduct membership dues and shall insure that they are properly completed, signed, and delivered to the Employer's Vice President, Human Resources/designee. Authorization forms and signatures may be submitted electronically by the employees to the Association.

Section 3.

Upon receipt of proper authorization, the Employer agrees to deduct membership dues in twenty-six (26) equal amounts. Deductions made in accordance with this Section shall be promptly remitted to the Association. The Employer shall, with its check for Association dues, furnish the Association a list of all employees whose dues have been deducted.

Section 4.

The Association assumes full responsibility for the disposition of membership dues once they are remitted to the Association.

Section 5.

The Association, when notified by the employee, shall be responsible for refunding any monies remitted to the Association that have been improperly collected.

Section 6.

The Employer assumes no responsibility if it fails to make a dues deduction. However, the Employer shall make every reasonable effort to correct the error.

Section 7.

The Association shall indemnify, defend, and save the Employer harmless from any claims, demands, suits, or other liability arising out of action taken by the Employer in reliance upon dues deduction authorizations submitted by the Association to the Employer.

ARTICLE 5

NO STRIKE AND NO LOCK OUT

Section 1.

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

Section 2.

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

Section 3.

The Association and employees covered by this Agreement agree that the obligations of this Article specifically prohibit the Association or any employee acting individually from honoring any picket line or otherwise lending support to a strike or similar coerced activity on the Employer's premises. Employees violating this provision may be disciplined as set forth in Section 2 above.

Section 4.

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

Section 5.

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

ARTICLE 6

GRIEVANCES

Section 1

For the purpose of this Agreement, a grievance is defined as a complaint between the Association and the Employer or between an employee and the Employer concerning the interpretation or application of the express items and conditions of this Agreement, provided nothing in this Agreement shall preclude any employee from bringing matters of a personal concern to the attention of the immediate supervisor. A verbal warning is not a grievable disciplinary action; however, the subject employee may be represented by the union at the meeting (at his/her request) where the verbal warning is given. If the verbal warning is placed in the employee's personnel file, the employee may submit a written response to be included in his/her personnel file. However, only grievances concerning the interpretation or application of the express terms and conditions of this Agreement shall be subject to arbitration

Section 2.

When a grievance arises concerning this Agreement, it shall be resolved through the following procedure:

Step 1: The grievance shall be discussed orally by the Employee and the Nurse Manager or Clinical Leader as case may be, if not available due to extended time off, to the next level of supervision. The grievance shall be presented within ten (10) calendar days after the employee has, or should have knowledge of the event upon which the grievance is based. The Nurse Manager or the Clinical Leader, as the case may be, shall orally communicate the decision to the employee within ten (10) calendar days from the time the grievance was presented. Discussion during Step 1 shall be on an informal basis with every effort being made to resolve the grievance in the most expeditious manner possible.

Step 2: If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and submitted by the nursing employee through a unit representative to the Vice President, Human Resources/designee. The Vice President, Human Resources/designee, will be responsible for coordinating meeting time and location for the Step 2 meeting with the employee's Associate Vice President /designee. This written grievance shall be signed, dated, and submitted within ten (10) calendar days after a decision has been received in Step 1. The appropriate nursing Associate Vice President or department head shall submit a written decision within ten calendar (10) days from the time the grievance was presented. The resolution of grievance at Steps 1 and 2 of this procedure shall not establish a precedent and shall apply only to the employee involved.

Step 3: If the grievance is not resolved in Step 2, the unit representatives shall submit a written appeal to the Vice President, Human Resources/designee. The Vice President, Human Resources/designee will be responsible for coordinating meeting time and location for the Step 3 meeting with the Vice President for Nursing and Patient Services/designee. This appeal shall be signed, dated and submitted within ten (10) calendar days after a decision has been received in Step 2. The Vice President for Nursing and Patient Services/designee shall communicate a written decision within ten (10) calendar days from the time the grievance was presented.

Step 4: If the grievance is not resolved in Step 3, a written appeal shall be submitted by the Unit President/designee to the Vice President, Human Resources/designee. The Vice President, Human Resources/designee will be responsible for coordinating the meeting time and location for the Step 4 meeting with the Executive Vice President/designee. This appeal shall be signed, dated, and submitted within ten (10) calendar days after the Vice President for Nursing and Patient Services has communicated the decision in Step 3. The Executive Vice President/designee shall submit a written decision to the Association within ten (10) calendar days from the date the appeal was received.

Step 5: A grievance not settled in Step 4 may be referred to an impartial arbitrator for disposition. Either party may, within ten (10) calendar days from receipt of the decision in Step 4, notify the other party in writing by registered or certified mail, return receipt requested, of its decision to submit the grievance to arbitration. The party requesting arbitration shall request from the Federal Mediation and Conciliation Service the names of five (5) arbitrators. Upon receipt of such list, the parties shall meet to mutually agree to the selection of an impartial arbitrator. Upon failure to agree, the parties shall alternately strike one (1) name from the list. The person whose name remains on the list after four (4) names have been stricken shall be the arbitrator. The parties shall advise the Federal Mediation and Conciliation Service of the choice of the parties and request that such arbitrator be assigned to the grievance. The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and application of this Agreement. The arbitrator shall not have any authority to add to, subtract from, or modify in any way the terms of this Agreement. In disciplinary appeal grievances, the arbitrator shall not have the authority to add to, subtract from or modify established routines, procedures, rules, regulations or practices of the Employer. The decision of the arbitrator shall be rendered within fifteen (15) days from the date of the arbitration hearing or the submission of the briefs of the parties, whichever is later, and shall be final and binding on all parties. The fees and expense of the arbitrator, including the cost of the transcript of the record, shall be borne equally by both parties. However, each party shall bear the expense of its own witnesses.

Section 3.

When the Association has a grievance that it contends pertains to overall hospital policy, Step 1 and Step 2 of the grievance procedure may be eliminated. Such grievance shall be submitted to the Vice President, Human Resources/designee and may be initiated at Step 3 of this procedure within ten (10) calendar days of the knowledge of the issue upon which the grievance is based. Such action on the part of the Association precludes the filing of any individual grievance on the same issue.

Section 4.

Any written grievance filed in accordance with this Article shall refer to the provisions of the Agreement alleged to have been violated and shall adequately set forth the facts pertaining to alleged violations.

Section 5.

A grievance not advanced to a higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. The employer's failure at any step of this procedure to communicate the decision on a grievance within a specified time limit shall permit the employee, or the Association where appropriate, to proceed to the next step.

Section 6.

Time limits at any step of the grievance procedure may be extended by written mutual agreement by the parties involved at that step.

Section 7.

At any meeting with an employee requested by the Employer for the purpose of investigating facts from which the employee believes that discipline may be imposed upon the employee based upon the results of such investigation or at a meeting where disciplinary action of a written corrective action, suspension or discharge is to be administered, the employee, upon request, is entitled to have an Association representative present at such meeting. The employee will be given advance verbal notice of the purpose of the meeting in order to allow the employee to acquire said representative if desired. Representation must be obtained within 3 business days of Nurse Manager notifying RN of an issue.

A grievance which involves the suspension or discharge of an employee may be initiated at Step 3 of the grievance procedure.

Section 8.

For problems an employee believes exist which do not deal with alleged violations of this Agreement and which apply only to events which have transpired as opposed to a desire on the part of employee for different employment terms which are subject to collective bargaining, the employee may utilize the steps set forth above, except arbitration, to seek review of such problems. Written presentation of problems under this section shall be presented on a form different from grievances under this Agreement.

ARTICLE 7

ASSOCIATION REPRESENTATIVES

Section 1.

The Association shall be required to act for and represent all employees in the bargaining unit.

Section 2.

The Association shall select not more than eight (8) employee unit representatives for the purpose of assisting employees in the handling of grievances under Article 6 of this Agreement.

Section 3.

The Association shall furnish the Employer with a list of elected officials and unit representatives and shall update such list as often as required to inform the Employer of the current officials and representatives.

Section 4.

Unit representatives may be granted time off with regular pay up to a maximum of four (4) hours per pay period in order to represent employees in meetings with the Employer under the grievance procedure provided herein. Time so spent during working hours shall be recorded and shall be submitted to Nursing Payroll on a bi-weekly basis and shall not be considered in computing overtime.

Section 5.

Unit representatives shall adhere to the following procedures when utilizing work time to participate in the grievance procedure;

- a. Before leaving the work station, the unit representatives shall request permission of their supervisor/designee to leave the work area, stating the reason for the request and the area of the hospital to which going. Permission shall be granted based upon the needs of the unit representatives' departmental work requirements. If unit representatives are not permitted to leave the work station at the time requested, a time shall be designated when the unit representatives may leave.
- b. When it is necessary for the unit representative to enter a department, or a section of a department, the unit representative shall report first to the person in charge of such department or section, to report the purpose of the request to enter. Permission shall be granted based upon the needs of the department or section and the work schedule of the employee whom the unit representative wishes to contact. If a representative is not granted permission to enter that department at the time requested, a time shall be designated for the unit supervisor to enter.

- c. Upon returning to work, the unit representative shall report in to the representative's immediate supervisor.

Section 6.

Unit representatives shall handle grievances with proper regard for the Employer's operational needs and shall cooperate, in good faith with the Employer in keeping to a minimum the time lost from work due to the performance of duties described herein.

Section 7.

Unit representatives not employed by the Employer shall give prior notice of intent to conduct unit business on the Employer's premises to the Vice President, Human Resources/designee and shall conduct such business without interfering with the normal functions of the Employer.

Section 8.

During the term of this Agreement the Association may designate representatives from the bargaining unit to attend Association business off of the premises of the Hospital for a total of eighteen working days per year. Unit representatives engaging in such activity up to such a cumulative maximum time period shall suffer no loss of pay as a result of such activities. The cumulative maximum of eighteen days is computed by combining the time for all of the designated representatives.

Section 9.

The Association agrees that there shall be no solicitation for Association membership and no distribution of organizational materials in any work area during work time.

Section 10.

The employer will play a video recording of up to 5 minutes in length during the orientation of newly hired RNs. The video will be prepared by the Association and the content of the video must be reviewed and approved by Employee Relations prior to its use during orientation in order to ensure that the content thereof is not in conflict with Section 9 of this Article.

Section 11.

The Unit President and/or designee shall have 12 hours per month to perform the work of the unit with no loss of pay or benefits. (This is in addition to the 18 days as outlined in Article 7, Section 8.)

ARTICLE 8

BULLETIN BOARDS

Section 1.

The Employer shall provide the Association with bulletin board space on each nursing unit, at locations mutually acceptable to the parties for the purpose of posting Association notices concerning:

- a. social functions;
- b. meetings;
- c. Association elections and appointments; and
- d. educational, professional and recreational programs.

A representative of the union and the employer shall mutually designate space on the nursing unit boards and such space shall be preserved for the duration of this agreement.

Section 2.

There shall be no other posting by employees of notices, pamphlets, advertising, or political matter on the Employer's property other than as provided in this Article.

Section 3.

The president and unit representative of the local unit shall be responsible for the content of all posted notices.

Section 4.

The purchase of the bulletin boards shall be at the expense of the Association and shall be for bulletin boards of a type specified by the Employer. The Association may share bulletin boards with AFSCME.

ARTICLE 9

NAMES OF EMPLOYEES

The Employer shall furnish the Association with the name, address, and listed telephone number of each new employee covered by this Agreement within thirty (30) calendar days after commencement of the employment. In addition, upon request, a quarterly list shall be provided to the Association which includes the name, address, hourly rate, status, and cost center of each employee. The Association shall not sell or otherwise utilize such list for commercial purposes.

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

ARTICLE 10

DISTRIBUTION OF CONTRACT

Section 1.

Employer shall make one copy of this Agreement and any amendments thereto available at each nursing unit and department covered by this Agreement.

Section 2.

The Union shall be responsible for providing copies of this Agreement to its membership.

ARTICLE 11

REVIEW OF RECORDS

Section 1.

An employee may, once each calendar year, arrange a mutually agreeable time with the Vice President, Human Resources/designee to review his/her personnel file. Such review shall be limited to the employee's own:

- a. Application for employment
- b. Leave records
- c. Performance evaluations
- d. Disciplinary action forms
- e. Benefit documents
- f. Withholding allowance certificate

Section 2.

No derogatory material shall be placed in an employee's personnel file without the employee's knowledge; provided that employees are required to initial such materials to indicate they have seen the materials, but such initials shall not imply agreement with the materials.

ARTICLE 12

OUTSIDE EMPLOYMENT

While the Employer acknowledges the choice of an employee to be employed by others, the Employer and the Association agree that an employee's primary employment obligation is to the Employer and the outside employment shall not interfere with that obligation.

ARTICLE 13

CONFERENCE COMMITTEE

Section 1.

The Employer and the Association recognize that they have a common interest in the continuing improvement of the Employer's operation and efficiency. It is also recognized that regular meetings between the parties are desirable in order to discuss professional health care activities on any matters which are not covered by this Agreement and on the administration of the Agreement.

Section 2.

- A. A Conference Committee shall be established on a permanent basis for the purpose of discussing matters set forth above.
- B. The Committee shall consist of up to six (6) representatives from Management and up to six (6) employee representatives. The up to six (6) employee representatives shall be selected by the Association in such a manner as to be representative of various units and shifts. Management representatives shall include the Vice-President for Nursing and Patient Services/designee. Other interested persons may be invited to attend provided mutual agreement of the parties is obtained.
- C. Meetings may be held on a monthly basis on a mutually agreeable date for a period not to exceed two (2) hours. A written agenda of the items to be discussed shall be submitted to the parties concerned at least five (5) calendar days prior to the Conference Committee meeting. Only items appearing on the agenda shall be discussed unless the subjects of an emergency nature are added by mutual consent.
- D. Meetings of the committee shall not be used for the purpose of negotiations.
- E. Time spent during an assigned shift by an employee who is a member of the Conference Committee shall be paid time at the employee's straight time rate of pay.

Section 3:

During the term of this Agreement the conference committee shall discuss the following issues:

1. The shared goal of safe, high quality patient care through review of global issues of staffing models and practices. For evaluation purposes, the committee shall utilize appropriate, professional sources including the ANA's Principles for Nurse Staffing. Resolution of staffing issues on particular nursing units shall not be a function of the committee;
2. matters surrounding the practice of nursing including the division of responsibilities between registered nurses, other employees within the Nursing and Patient Services division, and employees of other divisions/departments;
3. methods of providing shift preferences while recognizing patient care needs and equity among the total nursing complement; and
4. modification of the Paid Time Off system regarding pay for the first day off after a return to work where such day off is a result of the same illness as previously caused absence; and
5. matters surrounding floating and staffing.

ARTICLE 14

PROBATIONARY EMPLOYEES

Section 1.

The probationary period for new employees is six (6) calendar months. The Employer may transfer, terminate, or otherwise discipline a probationary employee without prior notice or obligation on the part of the Employer and such action shall not be subject to the grievance procedures or arbitration as provided herein. Upon successful completion of the probationary period, the employee shall be credited with seniority including accrued Paid Time Off time to date of hire.

Section 2.

A non-probationary employee who requests and accepts a transfer from one nursing unit to another nursing unit shall not have to serve another probationary period from the standpoint of access to the grievance procedure.

ARTICLE 15

WORK WEEK AND OVERTIME

Section 1.

The standard workday shall be twelve (12) hours plus a one-half (1/2) hour unpaid meal period. The hospital recognizes there are staff who work eight (8) hours or some alternative work day. Should an employee's work day cut across two (2) calendar days it is treated as work on the day the employee's shift began.

Section 2.

The normal work period for pay purposes shall be (80) eighty hours in a fourteen (14) consecutive day period beginning at 12:01 a.m. on Sunday and ending fourteen (14) days later on midnight on Saturday. Pay day shall be the first Friday after the end of the work period.

Section 3.

Employees work schedules shall be posted electronically at least ten (10) calendar days in advance of the time covered by the schedule and shall reflect at least a four (4) week period. Schedule changes to cover unforeseen scheduling needs will be confirmed by the employer and the employee. This confirmation shall not apply to call offs.

Section 4.

The Hospital will continue to make every effort to equalize weekend work among the employees in any unit and to grant at least one weekend off per month. Weekend shifts are considered Saturday and Sunday: Weekday vs. weekend shifts will be based on the day the shift begins. The Hospital agrees to continuing discussions regarding weekends off during the term of this agreement.

Section 5.

It is the intention of the Employer to continue to maintain a policy of paying overtime at the rate of time and one-half after forty (40) hours per work week predominantly throughout the hospital. As a general rule employees regularly scheduled to work only shifts in excess of 8 hours will be compensated on the 40 hour week basis. 7 on/7 off employees will be paid on the 40 hour week basis, effective not sooner than July 3, 1994. The Employer may, following thirty (30) days notice to and offer of discussion with the Association, change the method for paying overtime.

Section 6.

It is not the desire of the Hospital to have its employees work frequent or consistent overtime. When overtime is necessary the Employer shall first seek persons to volunteer for such overtime from the unit affected provided that the Association and the employees recognize their professional obligation to provide for adequate patient care when no volunteers are available.

Section 7.

The Hospital shall attempt to grant two fifteen (15) minute relief breaks during the work day.

Section 8.

An employee scheduled to work and reporting to work shall be guaranteed two (2) hours work or (2) hours pay in lieu of work.

Section 9.

Except in emergency situations no employee shall be scheduled for more than seven (7) consecutive days.

Section 10.

Every attempt shall be made to provide a ten (10) hour break between scheduled shifts except when the employee's routine schedule prohibits same.

Section 11.

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

Section 12.

There shall be no pyramiding of overtime nor shall there be any duplication or pyramiding of overtime and/or any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 13.

Only time actually worked and jury duty time off shall be counted as hours worked for the purpose of computing overtime pay.

Section 14.

For so long as the Employer maintains compressed schedules, the following conditions shall apply.

- A. When a 7 on/7 off employee works over his/her normally scheduled 64 hours, he/she will be paid overtime for those hours worked over 40 in a work week.

ARTICLE 16

ON-CALL AND CALL BACK POLICIES

Section 1.

"On-call" time is time during which the Employer has assigned the employee to be available to arrive at work promptly in the event the employee's services are necessary to the operation of the Employer's facility. Such availability shall be insured by the employee furnishing the Employer with a telephone number(s) at which the employee may be contacted or by the Employer furnishing a paging device.

Section 2.

Employees designated as "on-call" shall be paid \$2.50 for each hour of "on-call" status. Employees shall receive such amount regardless of whether they were requested to stay late or to return to the Employer's facility.

Section 3.

Employees who are called in from "on-call" status, or who are called in even if not on such status, or who, after having left the Employer's facility at the conclusion of a work day, are called to return to work, shall receive a minimum of two (2) hours pay at time and one-half their regular rate of pay. Employees who are held after their shift ends shall be paid at time-and-one half for all hours worked due to the "stay late" provided the employee work time exceeds 40 hours in the defined work week. Employees who are "called back" shall be paid at time-and-one-half and such payment shall not disqualify the employee from earning overtime for all hours worked over 40 during the work week.

In order to receive the call-back premium, a break in time of at least 30 minutes must occur. Exceptions to the 30 minute limitation must be approved by nursing management or charge nurses in consultation with nursing management at the time of call-back.

Section 4.

An Employee assigned to travel with the Employer's medical transport services shall be paid at his/her regular rate of pay for all time worked with patients. If such employee is held over because of mechanical or other problems beyond the control of the employee and is not with patients, the employee shall be considered to be "on-call" status and shall be paid as follows:

1. If the employee is held over beyond the normal shift end up to 4 hours, the employee shall receive \$10.00 as on-call pay.
2. If the employee is held over beyond the normal shift end from 4 plus hours to 8 hours, the employee shall receive \$20.00 as on-call pay.
3. If the employee is held over beyond the normal shift end 8 plus hours, the employee shall receive \$30.00 as on-call pay.

If the employee is away from Gainesville, Florida, when being held over under this provision, the Employer will also provide reasonable meal expense and lodging where required.

Section 5.

Required pre-scheduled “stay late” will be compensated with a pay supplement of \$2.50 for each full hour worked past the employee’s regularly scheduled shift. If an employee is approved for scheduled PTO, the employee’s required “stay lates” will be prorated for PTO time granted.

Article 17

PAY PLAN

Each employee in the bargaining unit shall receive an across-the-board pay increase of \$0.25 per hour, effective July 2, 2017.

Section 1.

The pay plan found on Appendix A hereto shall be effective on July 2, 2017. The pay plan found on Appendix B shall remain in effect through July 1, 2017.

Section 2.

Employees not at the maximum of the range are eligible for a base rate increase, based upon their current zone and overall rating, as outlined on Appendix A.

Section 3.

Newly hired employees shall move within the pay plan found in Appendix B if hired before July 2, 2017, and shall move within the pay plan found in Appendix A if hired on or after July 2, 2017. No other rate changes within a classification shall be made during the term of the Agreement except as set forth in Section 2 above.

Section 4.

Shift Differential shall be administered and paid as follows:

| DAY (07:00 - 15:00) * | | | Evening (15:00 - 24:00) * | | Night (24:00 - 07:00) | |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|-------------------------|
| Shift Category | Shift Diff Hourly Amounts | Days Covered | Shift Diff Hourly Amounts | Days Covered | Shift Diff Hourly Amounts | Days Covered |
| Week Day | \$0.00 | Monday through Friday | \$3.50 | Monday through Friday | \$4.50 | Sunday through Thursday |
| Weekend | \$3.50 | Saturday and Sunday | \$7.00 | Saturday and Sunday | \$8.00 | Friday and Saturday |

*** RNs whose shifts begin at 15:00 or after will receive evening shift differential for time worked between 15:00 and 24:00. RNs whose shifts begin prior to 15:00 must work 4 hours past 15:00 to receive the evening shift differential for time worked past 15:00.**

Section 5

Effective June 23, 2013, individuals employed with BSN/MSN/DNP or PhD in Nursing shall be paid an additional \$.50/hour, upon provision to Employer by Employee at Employee's sole expense of applicable, official academic transcripts.

Section 6.

Employees in Zone 3 are eligible for a base rate increase based on their overall rating, not to exceed the range maximum.

Individuals at or above the range maximum and rated as “Effective” are eligible for a one-time lump-sum-bonus of up to 2%.

Individuals at or above the range maximum and rated as “Outstanding” are eligible for a one-time lump-sum-bonus of up to 3%.

These lump-sum bonuses will be based upon the individual’s previous calendar year’s earnings to include regular, holiday, overtime, on-call pay, shift differential, paid time off (PTO), short-term disability (STD) and administrative leave (AL).

Employees in Zone 3 and rated “Effective” may be eligible for both a base rate increase to the range maximum and a lump-sum-bonus so long as the total combined award (base rate increase and lump-sum bonus) does not exceed 2%.

Employees in Zone 3 and rated “Outstanding” may be eligible for both a base rate increase to the range maximum and a lump-sum-bonus so long as the total combined award (base rate increase and lump-sum bonus) does not exceed 3% and the lump-sum-bonus does not exceed 3%.

Section 7.

Shands may create additional registered nurse positions known as Benefitted CSO Staff RNs. Employees selected for such positions shall have competencies in not less than five nursing units and shall be qualified to assume a full patient load on at least five units. If selected to fill this position the employee’s new rate of pay will be determined by adding \$4.00/hour to their staff RN base rate of pay, while assigned to that position.

The employer will pay a \$2.00 per hour premium payment for any Bargaining Unit member who floats, pre-schedules, or works extra time or overtime through Best Shift on a non-home unit. This premium differential pay will be in addition to any other premium or differential pay to which the employee is entitled. The employer will retain discretion to assign bargaining unit members based on competency and needs within the unit. Units that are in both the North Tower and South Tower will be considered a “home unit” for purposes of this premium payment.

Section 8.

Employees transferring laterally will receive a pro-rated increase based on an overall rating of “Effective.” The amount of the increase will be dependent on the effective date of the employee’s most recent performance review, the effective date of transfer and the

maximum percentage allowed for an “Effective” overall rating given the employee’s current zone. There will be no pro-rated lump-sum-bonuses for employees at the range maximum unless the transferring employee requests a formal review and the resulting overall rating is “Outstanding.”

ARTICLE 18

PART-TIME EMPLOYEES

Section 1.

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

Section 2.

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

ARTICLE 19

PAID HOLIDAYS

Section 1.

The following days shall be recognized as paid holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

Section 2.

Employees who are scheduled to work on a recognized holiday will receive PTO time added to their PTO account, or upon request the employee may receive pay during the pay period in which the holiday falls.

Section 3.

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

Section 4.

In order to be eligible for holiday pay, absences around the holiday will be governed according to HR Policy 501.

Section 5.

Employees who regularly work a compressed schedule of .80 FTE or greater will receive holiday paid time accrual, including one personal day, at the 1.0 FTE accrual rate.

Section 6.

The Chief Executive Officer may, from time to time, declare additional holidays not provided for in this Agreement.

Section 7.

For the twenty-four hour period beginning at 7:00 p.m. the evening before the New Year's Day, Thanksgiving Day or Christmas Day holidays, continuing to 7:00 p.m. on the holiday, Employees who work shall be paid a holiday differential equivalent 50% of their regular rate for actual hours worked. This differential will be in addition to any other shift differentials to which the employee is entitled.

ARTICLE 20

INSURANCE

Section 1.

The Employer shall maintain a Flexible Benefits program. The program will include several levels of coverage for health insurance and life insurance for employees and dependents. New benefits may be made available from time to time as part of the Flexible Benefits program.

Section 2.

The employee shall, prior to going on personal leave, make arrangements with the Employer to pay for any benefits which could be lost as a result of not having payroll deductions.

Section 3.

Employees who regularly work a compressed schedule of .8 FTE or greater will be eligible for full-time benefits accrual for healthcare.

ARTICLE 21

PAID TIME OFF (PTO) AND ADMINISTRATIVE LEAVE

Section 1.

All Shands employees must have completed three (3) months of employment before they are entitled to Paid Time-Off (PTO) coverage.

Section 2.

The Paid Time-Off (PTO) program has two (2) major components:

1. Paid Time-Off (PTO) (see HR-501)
2. Disability Coverage for Short Term Disability (STD) (see HR-502-SUF) and Long Term Disability (LTD)

Section 3.

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

Section 4.

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

Section 5.

Paid Time-Off (PTO)

- A. All regular full-time and part-time employees are eligible for Paid Time-Off (PTO). An employee must have completed three (3) months of employment before they are entitled to the Paid Time-Off (PTO) benefit.
- B. Paid Time-Off (PTO) is accrued per pay period into an employee's account by the Payroll Department, based on notification by the employee's supervisor on the Time and Attendance reports or the time reporting system used in the employee's department. Employee PTO account balance will be shown on each pay stub.
- C. The Paid Time-Off (PTO) account accrues time according to the employee's length of service. Accrual rate is pro-rated for regular part-time employees.

PTO Account Accrual Table

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

- D. Holidays are added to the Paid Time-Off (PTO) account as they occur. For most employees, they will use the holiday on the day it is scheduled. Those employees who work on the holiday will have those holiday hours added to their PTO account, unless they request pay during that pay period.

- E. To use scheduled Paid Time-Off (PTO) the employee must schedule the time-off at least four (4) weeks in advance, although their supervisor can approve exceptions based on department requirements or labor contract rules. At a minimum, at least two (2) hours notice prior to the scheduled shift must be provided for the use of unscheduled PTO hours. Employees may use scheduled PTO hours for the second and subsequent days of an extended absence providing that notification is given to the department head/designee at least two (2) hours prior to the absence. Staff are encouraged to provide as much notice of an unscheduled absence as possible. Employees will receive a maximum of six (6) unscheduled PTO occurrences in a fiscal year, July 1 through June 30. The first day of each additional unscheduled absence after the first 6 unscheduled absences will be unpaid. Subsequent days of the unscheduled absence will be paid using scheduled PTO hours provided the notification given to the department head/designee occurs two (2) hours prior to the absence. The occurrences for unscheduled absences will be pro-rated upon FTE

To receive PTO pay the employee must notify his/her department head/designee, in a timely manner, that he/she will not be at work. The specific notification requirement will vary by department. Employees should contact their department head to verify the exact notification requirement. This notification allows the employee's supervisor an opportunity to provide proper coverage for the employee's absence. If an employee gives proper notification at the beginning of a workweek that they will be absent the entire week, this will count as only one occurrence. In this case daily notification to the department head/designee is not required, provided a return to work date was given in the initial call.

- F. Paid Time-Off (PTO) time is to be used for vacation periods, illnesses (less than eleven (11) consecutive work days), doctor's appointments, caring for family members and any other events which cause the employee

to be absent from his/her job. Exceptions are Military Duty, Jury Duty, Bereavement Leave, and Long Term Disability (LTD) Leave.

- G. An employee can use his/her PTO time in one-hour blocks provided it is scheduled in advance with the employee's supervisor. (Example: If an employee has a doctor's appointment he/she can use as little as one hour of PTO time.) An employee can still use large blocks of time, such as two (2) weeks for vacation. Employees working compressed schedules may take PTO time based on their FTE or they may use up to 80 hours of their accrued PTO per pay period for scheduled time off.

Upon proper notice, unit members may use their accrued leave (PTO), as desired, unless staffing needs require their presence at the Hospital in the judgment of the Hospital.

- H. For so long as the Employer maintains compressed schedules other than "normal" 40 hour/five day weeks, the following conditions shall apply.
 - A. 7 on/7 off: Employees are normally scheduled to work 64 hours (2 twelve hour shifts and 5 eight hour shifts).
 - B. Paid time off for a 12 hour day will be paid as 12 hours provided the employee has that much time in his/her Paid Time Off (PTO) account.
 - C. RNs working the compressed schedules classified 3/12 or 7on/7off or are part time employees will accrue PTO based on actual hours paid per pay period using the years of service as defined within the Paid Time Off table seen previously in this article. The employee may not exceed the total hours accrued per pay period in the above table. Part time schedule is defined in this contract as employees who are regularly scheduled to work at least 20 hours per week (Article 18, Section 1).

The actual hours paid will consist of hours worked, overtime hours, administrative leave and PTO hours.

- I. Buy-back Option

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

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

J. Termination of Employment

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

Employees who terminate involuntarily or without proper notice are not entitled to payment of the PTO account balance.

An employee who exceeds the time allotted by policy for a medical leave of absence and whose employment is terminated will be entitled to payment of his/her PTO account balance.

In the event of an employee's death, 100% of the balance in the deceased employee's PTO account will be paid to the estate or designated beneficiary.

Section 6.

Administrative Leave for Continuing Education

Employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, and who have completed their probationary period, shall be granted 16 hours administrative leave per fiscal year (pro-rated for part-time employees) toward the fulfillment of such continuing education requirements if the employees' years of service is 0 – 14 years. For purposes of this section, Administrative Leave is defined as hours paid in lieu of work time to attend conferences, workshops or classes, which have been specifically preapproved by management. For those employees with 15+ years of experience at Shands HealthCare (including AGH experience), they will be granted 24 hours administrative leave per fiscal year toward the fulfillment of such continuing education requirements. Additional time may be allowed for the purpose set forth in Article 31, Section 7.

ARTICLE 22

SHORT TERM DISABILITY (STD)

- A. Paid Short Term Disability (STD) is an approved absence for regular full-time and part-time (.5 Full Time Equivalency, (FTE)) employees, to recuperate from his/her illness or injury, for relatively short periods of time.
- B. All regular full-time and part-time employees must have completed 12 months of employment before they are entitled to Short Term Disability coverage.
- C. The Short Term Disability plan covers employees after ten (10) consecutive scheduled work days of disability. The employee may use Time-Off (PTO) during the first ten (10) consecutive days absent (eighty (80) hours for full-time, prorated based on FTE status for less than full-time). To use Paid Time-Off (PTO), the employee must give his/her department head or appropriate designee a minimum of one full shift advance notification of his/her anticipated absence. To do this the employee must have Paid Time-Off (PTO) available from his/her allotted or accrued time. If an employee does not have sufficient Paid time available to use for the first ten (10) days of a disability lasting more than ten (10) days, the days not covered by Paid Time-Off (PTO) will be unpaid.
- D. Notification of the Employee's Department
 - 1. Employees are required to notify their department head or an appropriate designee immediately upon injury or start of illness.
 - 2. Employees will not be paid for time-off if they fail to notify their department head or an appropriate designee.
- E. For full details of the Short Term Disability plan, refer to Shands Personnel Policy HR-502.
- F. Employees on compressed schedules 3-12 or 7 on 7 off will be eligible for Short Term Disability benefits based upon their FTE at the time their Short Term Disability leave begins.
- G. Employees on compressed schedules whose Short Term Disability is determined to be less than 1.0 FTE may use their accrued PTO to supplement their Short Term Disability to a maximum of the 1.0 FTE benefit.

ARTICLE 23

COMPULSORY DISABILITY LEAVE

Section 1.

If the Employer determines, based on reasonable, objective criteria, that the employee may be unable to perform assigned duties due to illness or injury, the employee may be required to submit to a medical examination by a physician named and compensated by the Employer. If the medical examination confirms that the employee is unable to perform his duties, the Employer may place the employee on Compulsory Disability Leave.

Section 2.

The employee shall be informed in writing of the duration of the mandatory leave and the conditions under which the employee may return to duty.

Section 3.

All accrued Paid Time Off existing prior to placement on Compulsory Leave must be used for absences and with exhaustion of such PTO time; the employee may be placed on leave without pay. Leave without pay may continue for as long as the employee is unable to perform the duties of his/her job. After 12 weeks of leave (combining both paid and unpaid leave time), the Employer may fill the employee's position, and:

- a. request the employee's resignation.
- b. dismiss the employee for cause, inability to perform duties.

ARTICLE 24

WORKERS' COMPENSATION

Section 1

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

Section 2.

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

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

Section 3.

The Employer shall pay workers' compensation benefits in accordance with applicable law.

Section 4.

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

Section 5.

Leave without pay may be granted for compensable injuries.

ARTICLE 25

PERSONAL LEAVE WITHOUT PAY

Section 1.

Leaves of absence for all employees are subject to the employer's policy on Leave of Absence (HR-505 SUF).

Section 2.

Whenever possible and practical, an employee on an approved leave of absence will be returned to the same job classification, department and shift to which the employee was assigned prior to leave. However, the only assurance that can be given in the event that the job is not immediately available upon the employee's return from L.O.A. is that an attempt will be made to place the employee in a mutually satisfactory job classification with the intention of restoring the employee to his/her previous classification when (and if) the opportunity permits.

Section 3.

An employee shall, prior to going on leave, make arrangements with the Employer to pay for any benefits which could be lost as a result of not having payroll deduction.

ARTICLE 26

BEREAVEMENT LEAVE

Section 1.

An employee, upon request, shall be granted three (3) days of Bereavement Leave, with pay, on the death of any member of the employee's immediate family. Immediate family is defined as the employee's spouse or domestic partner, foster parents, and the grandparents, parents, brothers, sisters, children, foster children, grandchildren, and other individuals who have acted as guardians or in a parental role of both the employee and the spouse or domestic partner.

Section 2.

An employee shall request such Bereavement Leave and shall submit to Human Resources a written and signed statement containing the name of the deceased and the relationship of the deceased to the employee.

ARTICLE 27

JURY DUTY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

In order that employees not be penalized for the performance of their civic duty, the Hospital will pay the difference between jury duty pay and their regular salary for each day of jury duty which is a regularly scheduled work day.

Employees can sign their jury duty paycheck over to Shands, or issue a personal check to Shands in the appropriate amount. These transactions will be handled by the Payroll Department.

ARTICLE 28

MILITARY DUTY

Section 1.

Any employee who enters either active or inactive training duty or service in the armed forces of the United States will be given a leave of absence. Upon termination of such leave, the employee shall be offered re-employment as provided in the Employer's military leave policy, which at all times shall comply with the federal Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §§ 4301 *et. seq.*

Section 2.

An employee that is a member of a Reserve or National Guard unit of the United States Armed Forces shall be granted Administrative Leave without loss of benefit accruals. The employee shall be compensated by the Hospital for the difference in his/her pay between his/her normal wage and his military pay for a maximum of seventeen days active duty per year. If the military duty pay exceeds the employee's regular pay from the Hospital, the employee will keep the full amount of his/her military pay. Employees may elect to take paid time-off concurrent with their military leave.

Section 3.

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

ARTICLE 29

EMPLOYEE EVALUATIONS

Section 1.

An employee shall receive a written evaluation of work performance at the end of six (6) months of employment and annually thereafter in September, October, or November. An employee who is transferred to a new area of practice shall be evaluated at the end of six (6) months. The evaluation will be within sixty (60) days of the six-month period and the yearly evaluation.

Section 2.

If the evaluation is less than satisfactory, the employee shall be given advice and counsel on how to improve performance and be re-evaluated within six (6) months.

Section 3.

A copy of the evaluation shall be made available to the employee within (30) days of receiving the evaluation.

Section 4.

Evaluations resulting in an overall rating above the level of Needs Improvement shall not be subject to the procedures of Article 6 herein. Employees who are dissatisfied with their evaluations may discuss the evaluation with the manager immediately above the level of the manager performing the evaluation.

ARTICLE 30

SENIORITY

Section 1.

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

Section 2.

Seniority shall be broken when an employee:

- a. voluntarily resigns;
- b. is discharged for cause;
- c. is laid off for a maximum period of twelve (12) months;
- d. retires;
- e. fails to report following the termination of an authorized leave of absence;
- g. fails to report for work for two (2) consecutive scheduled work days without notifying the Employer; unless the employee demonstrates that it was impossible for the employee to contact the immediate supervisor, the personnel office or the director-on-call, but in any event seniority will cease if an employee fails to report or call in for three (3) consecutive scheduled shifts;
- h. change status from full-time or part-time regular to less than part-time regular.

Section 3.

In the event of a lay-off or job elimination, probationary employees shall be laid off first. If a further reduction is necessary, part-time and full-time employees shall be laid off in the inverse order of seniority. Provided the remaining employees have the ability, as determined solely by the Employer, to perform work satisfactorily and efficiently, and provided further that the Employer's staffing and patient needs are adequately met. There will be at least four (4) weeks notice provided to the Association prior to any lay-off or job elimination.

Section 4.

Those persons laid off last shall be the first recalled.

Section 5.

For the purpose of layoff and recall (Section 3 above), employees on compressed schedules (e.g. 7 on/7 off or 3 - 12s) will be treated as full-time employees.

Section 6.

Employees who leave Shands employment in good standing after at least three (3) years of consecutive service, and who are re-employed by Shands within 12 months, shall be given credit for prior service after twelve (12) months of re-employment, for the purpose of PTO accrual. It is the employee's responsibility to notify Human Resources of this situation following the twelve (12) months of re-employment, so that his or her PTO accrual rate adjustment can be administered. This is not intended to imply any rights to re-employment.

ARTICLE 31

EMPLOYMENT PRACTICES

Section 1.

Vacant hospital positions will be posted and current employees will be given priority consideration for positions.

Section 2.

The Employer shall provide the Association with a copy of written personnel policies and memoranda implementing those policies that affect the employees covered hereunder. Except in emergency situations the Association shall receive copies of proposed changes prior to the date of the implementation of such changes.

Section 3.

The Employer will make every attempt to refrain from assigning an employee to work independently in professional areas in which the employee has not been oriented or had recent experience. When a regular employee is temporarily assigned to a location other than that to which the employee is normally assigned, the employer may replace that employee with Staff Supplement Personnel on the same shift, on the same professional level, only in the event that there is a need for a specific competency in the other location or if the regular employee elects to remain in the temporarily assigned area for the entire shift.

Section 4.

The Employer shall provide an in-service education program for employees.

Section 5.

Each time an employee is officially designated by the appropriate supervisor to act in a position in a higher classification than the employee's regular classification, and actually performs said duties for a period of time more than thirty (30) consecutive calendar days, the employee, beginning on the 31st day of each assignment, shall receive additional hourly pay in an amount equal to that which the employee would receive if the employee were promoted to such higher classification. However, if the vacancy in the higher classification is known to be regular at the time an employee is temporarily assigned to such position, and the employee is not subsequently given the regular appointment to the position, the employee shall be paid the additional hourly rate indicated above for the first thirty (30) consecutive calendar days worked. When an employee has received a pay increase under the provisions of this section and is subsequently regularly appointed to the position, the employee will not be eligible for a second promotional pay increase. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class is ended. Employees officially designated as being "in charge" of a nursing unit shall receive an additional \$2.00 per hour for each hour worked while so designated.

Section 6.

If an employee enrolls in an institution of higher learning in course(s) related to an employee's profession and such employee successfully completes such course(s) with a grade of "C" or better, the Employer will reimburse the employee for the cost of tuition and as provided in hospital policy HR-509 Tuition Reimbursement, as amended in August, 2016

Section 7.

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

Section 8.

The Employer agrees that at least one member of the bargaining unit shall be appointed to the following committees and councils: Scope of Practice, Patient Safety/Nurse Quality Council, Clinical Evidence-Based Practice Council, Educational Council, Clinical Documentation, Information & Technology Council, Research Council, Smoke-Free Campus (if created), Nursing Finance Committee, and Resource & Professional Development Council. The Hospital will notify the Association of any new Committees or Councils that are created during the duration of this Agreement including, but not limited to, any Staffing Committee/Council. The Association shall be notified of the employee member vacancies on such committees in order for the Association to nominate, to the Vice President of Nursing and Patient Services, a member to serve on such committees.

Section 9.

The Employer agrees that employees will be allowed to use payroll deductions for the purchase of uniforms from the Auxiliary, at such times as the Auxiliary chooses to hold such sales. Employer agrees to discuss the possibility of expanding payroll deductions for additional hospital services.

Section 10.

A Violence Prevention Committee will be established and report to the Shands UF Environmental Safety Committee. The committee shall be comprised of representatives from the bargaining unit, staff and management. The committee shall create a charter to develop and maintain a detailed written violence prevention plan that identifies workplace risks and provides specific methods to address same. Hospital and management representatives will be selected by the VP Nursing or designee. Two (2) representatives will be selected by the Association.

Section 11.

The Employer recognizes the right of employees to a safe and healthy environment. To this end, any unsafe condition reported by bargaining unit members will receive immediate attention and corrective action by the Employer. Every reasonable effort will be made to ensure that safety and health violations are remedied as soon as possible.

ARTICLE 32

MISCELLANEOUS BENEFITS

Section 1.

The Employer will select an insurance carrier(s) which will provide to employees a long term disability insurance program as part of the Flexible Benefits program.

Section 2.

The Employer will select an insurance carrier(s) which will make available to employees a dental insurance program as part of the Flexible Benefits program.

Section 3.

The Employer will select an agent(s) for the purpose of employees subscribing to Tax Sheltered Annuities (TSA) as described under Section 403b of the Internal Revenue Code. The TSA program(s) shall be made available to employees through payroll deduction upon the request of the employee and at no cost or obligation of the Employer.

Section 4.

The Employer shall pay a Registered Nurse's examination fee to take national professional certification examinations as may be approved by the Employer upon the following conditions:

1. The Employer will pay the examination fee or re-certification fee to a maximum of \$700.00.
2. The payment shall only be made if the Registered Nurse passes the examination and certification is issued, or in the case of re-certification, that re-certification is issued.
3. The Registered Nurse must be employed through the probationary period as a Registered Nurse by the Employer in order to be eligible for the payment of the examination fee for certification and recertification.
4. The certification or re-certification must be relevant to the Registered Nurse's position with the Employer.
5. Only one national professional certification per nurse will be paid under this provision. However, if at the time of re-certification the employee wishes to instead pursue a new national professional certification that would meet the above criteria, the employee may instead request to pursue the new certification. Each bargaining unit member who obtains a certification, as identified by the listing found on the American Nurses Credentialing Center, Magnet Program web site, and verified by Shands VP Nursing/Designee, shall receive a \$0.50 an hour differential for actual hours worked while certification is maintained. The link to the approved certifications will be provided on the Nursing Intranet.
6. Certifications other than national professional certifications may be approved by the Employer. In such circumstances, the criteria in

Paragraphs 2 through 4 above must be met. Certifications approved under this paragraph will be eligible for reimbursement only for initial certification and only in the amount specified in Paragraph 1 above.

7. If a non-board certification is required by the Employer, the Employer will pay the full cost of the certification or re-certification fee.
8. For employees hired after June 30, 2011, where certification is mandated, certification must be obtained by the Employee no later than two (2) years after hire date or within six (6) months of certification eligibility date, whichever is later. Employees transferring to another unit where certification is a condition of transfer, certification must be obtained within two (2) years of the date of transfer or within six (6) months of certification eligibility date, whichever is later.

Section 5.

The Employer will continue its efforts to attempt to provide for safe, affordable, and convenient parking to employees in the bargaining unit.

Section 6.

The Employer agrees to continue to study the topics of having an employee discount in the Employer's pharmacy, reducing the cost for employees of medical care received while a patient at the Hospital, and facilitating child care by other organizations. The Employer will communicate to the Association the results of its studies of these topics. The Employer's studies of these topics and the negotiations which may follow such topics shall not be subject to Article 6 of this Agreement.

Section 7.

The Association will be notified of meetings of the Benefits Focus Group and will be permitted to send a representative to participate in the discussion.

ARTICLE 33

PRECEPTOR RECOGNITION

The employer and the Association agree to implement a wage differential of \$2.00 per hour for actual time spent by staff nurses assigned to the role of preceptor to RN orientees, subject to the following conditions:

1. The preceptor differential applies only to the precepting of RN orientees. Precepting of nursing students, student assistants, and externs is excluded from the preceptor differential.
2. Preceptor differential will not be pyramided with charge nurse differential. Employees may receive shift differential in addition to preceptor differential. All reasonable efforts will be made to avoid assigning a charge nurse preceptor duties.
3. To be eligible to receive preceptor differential, the preceptor must be admitted by the employer to the formal preceptor pool. Admission to the preceptor pool is dependent on passing competencies established by the employer for the preceptor role, including:
 - a) advanced clinical skills and knowledge
 - b) leadership skills
 - c) advanced teaching abilities
 - d) prior experience with the preceptor role, which may include precepting of students and externs
4. Periodic updates of each preceptor's competencies will be required, and will include:
 - a) assessments by the supervisor and staff development coordinator
 - b) adherence to policies and criteria of the preceptor program
 - c) successful completion of individual orientations
 - d) orientee feedback
 - e) confidentiality of the preceptor/orientee relationship
5. The final versions of the competencies, job results, and selection criteria for the preceptor pool will be shared with the union prior to the implementation of the preceptor differential.
6. The assignment or lack of assignment as preceptor shall not be subject to the provisions of Article 6 herein.

ARTICLE 34

GENDER

All references in this Agreement to employees of the male gender are used for convenience only and shall be considered to include both male and female employees.

ARTICLE 35

SEVERABILITY AND WAIVER

Section 1.

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses shall be deemed to be of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 2.

This exercise or non-exercise by the Employer of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

ARTICLE 36

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all 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 Association for the term of this Agreement, agree that the other shall not be obliged to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein. Nothing herein precludes modification of this Agreement by mutual consent of the parties.

In the event the Hospital shall sell or lease any portion of its operations in which bargaining unit employees are directly employed, the Hospital, prior to the effective date of such lease or sale, shall provide written notice of such action and offer to negotiate the impact of such actions on the employees with the FNA.

ARTICLE 37

DURATION, MODIFICATION AND TERMINATION

This agreement is effective upon execution and will continue in full force and effect through April 30, 2020, with an annual re-opener on Article 17, Pay Plan. At such annual re-opener, each party may also re-open up to four other (economic or non-economic) articles.

At least ninety (90) days prior to the termination of this Agreement, either party hereto shall notify the other in writing of its intention to modify, amend, or terminate this Agreement. In addition, all other applicable notice provisions of the National Labor Relations Act, as amended, shall be met. Failure to notify the other party of intention to modify, amend or terminate, as herein above set forth, shall automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter, absent notification.

In the event that the parties hereto, following notice of intent to modify, amend or terminate as required above, fail to reach agreement as to modification or amendment by the expiration date of this Agreement listed above, then this Agreement and all its provisions shall terminate completely on that date, unless the parties agree, in writing, to extend this Agreement.

IN WITNESS HEREOF, the parties have set their signatures this _____ day of _____, 2017.

FOR FLORIDA NURSES ASSOCIATION

John Berry
FNA Chief Negotiator

Marsha Martin

Mark Welz

Cynthia Harris

Nan Genender

Kathy "bill" Donovan

Mark Welz

Dironada Gross

Lana Henfield Johnson

Arlene Nash

Deborah Scott

FOR SHANDS

Jennifer Nappo
Director, Employee Relations

STAFF BEDSIDE RN COMPENSATION

Effective 07/02/2017

| | ZONE 1 | ZONE 2 | ZONE 3 |
|----------------|---|-----------------|----------------|
| <u>MINIMUM</u> | | <u>MIDPOINT</u> | <u>MAXIMUM</u> |
| SHN RN | 24.00 30.75 30.76 34.12 37.51 37.52 44.24 | | |
| OVERALL RATING | ZONE 1 | ZONE 2 | ZONE 3 ** |

Performance-based percentage rate increase will be based upon overall rating and current zone.....

| | | | |
|--------------------------|--------|--------|--------|
| Needs Improvement * | 0% | 0% | 0% |
| Effective | 3 - 4% | 2 - 3% | 1 - 2% |
| Outstanding Contribution | 5 - 6% | 4 - 5% | 3% |

* No increase is to be awarded, at the time of the original scheduled review or at the time of the follow-up review.

** Increases are limited to the range maximums of \$44.24 for the duration of this contract.

Note regarding Staff RNs whose current base rate of pay falls into Zone 3 of the Staff RN pay range:

Staff RNs, with the exception of Benefitted CSO Staff RNs, will receive an across-the-board increase of \$0.25 effective July 2, 2017. Benefitted CSO Staff RNs will not participate in the \$0.25/hr across-the-board increase.

Should the merit increase awarded, either 1 or 2% if rated overall as Effective or 3% if rated overall as Outstanding, exceed the range maximum, the merit increase award will be limited to the range maximum and the remainder will be paid out as a lump-sum bonus.

Rating definitions may be found in the Nursing Policy and Procedures, Administrative Policy 15, Performance Appraisal

STAFF BEDSIDE RN COMPENSATION
Effective 06/19/2016

| | ZONE 1 | | ZONE 2 | | ZONE 3 | |
|--|----------------|-------|-----------------|-------|------------------|-------|
| | <u>MINIMUM</u> | | <u>MIDPOINT</u> | | <u>MAXIMUM</u> | |
| Staff RN | 23.75 | 30.07 | 30.08 | 33.23 | 36.40 | 42.70 |
| Performance-based percentage rate increase will be based upon overall rating and current zone..... | | | | | | |
| <u>OVERALL RATING</u> | <u>ZONE 1</u> | | <u>ZONE 2</u> | | <u>ZONE 3 **</u> | |
| Needs Improvement * | 0% | | 0% | | 0% | |
| Effective | 3 - 4% | | 2 - 3% | | 1 - 2% | |
| Outstanding Contribution | 5 - 6% | | 4 - 5% | | 3% | |

* No increase is to be awarded, at the time of the original scheduled review or at the time of the follow-up review.

** Increases are limited to the range maximum of \$42.70 for the duration of this contract.

Note regarding Staff RNs whose current base rate of pay falls into Zone 3 of the Staff RN pay range:

A Staff RN whose base rate of pay is equal to the range maximum, who receives an overall performance rating of "Effective", is eligible for a 1 - 2% lump-sum bonus. If a Staff RN's 1 -2% merit increase award increases his/her base rate of pay beyond the range maximum, his/her base rate of pay will increase to the range maximum and the remainder will be paid as a lump-sum bonus.

A Staff RN whose base rate of pay is equal to the range maximum, who receives an overall performance rating of "Outstanding", is eligible for a 3% lump-sum bonus. If a Staff RN's 3% merit increase award increases his/her base rate of pay beyond the range maximum, his/her base rate of pay will increase to the range maximum and the remainder will be paid as a lump-sum bonus.