

**Collective Bargaining Agreement**  
**Between**  
**Rady Children's Hospital-San Diego**  
**and**  
**United Nurses of Children's Hospital**  
**RN Unit**

**July 6, 2017 through June 30, 2020**

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## **ARTICLE I** **RECOGNITION**

**Section 101. Bargaining Unit:** Pursuant to the certification issued by the National Labor Relations Board in NLRB Case #21-RC-20118, Rady Children's Hospital-San Diego (RCHSD) recognizes United Nurses of Children's Hospital (UNOCH), affiliated with the International Brotherhood of Teamsters as Local 1699, as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit: All full-time, regular part-time and per diem registered nurses employed by RCHSD, including but not limited to its main campus located at 3020 Children's Way, San Diego, CA 92123, and RCHSD's satellite sites at Scripps Memorial Hospital located at 9888 Genesee Avenue, La Jolla, CA 92037, Scripps Encinitas, 354 Santa Fe Dr. Encinitas, CA 92014, Palomar Medical Center, 2185 Citracado Parkway, Escondido, CA 92029, Sharp Grossmont Hospital, 5555 Grossmont Center Drive, La Mesa, CA 91942, Rancho Springs Medical Center, 25500 Medical Center Dr., Murrieta, CA 92562, Scripps Mercy Hospital-Chula Vista, 435 H Street, Chula Vista, CA 91910, Scripps Mercy Hospital-San Diego, 4077 5th Avenue, San Diego, CA 92103, and any existing or additional sites (including urgent care centers) added to RCHSD during the term of this Agreement.

The bargaining unit classifications are:

- Cardiac Cath Lab Nurse
- Care Coordinator RN
- Care Coordinator-Chadwick\*
- Case Manager
- Case Manager (Peckham)
- Charge Nurse (Bernardy)
- CHET Nurse
  
- Clinical Nurse (Polinsky)
- Clinical Nurse I
- Clinical Nurse I - new grad
- Clinical Nurse II
- Clinical Nurse III
- Clinical Research Coordinator
- Clinical Research Coordinator P/D
- Clinical Research Coordinator-CSSD\*
- Clinical Services Coordinator Home Care (HHA)
- Dialysis RN
- ENT Screening Nurse
- First Five Nurses
- Float RN
- Home Care Liaison Nurse
- Home Care Nurse
- Lactation Consultant RN
- Newborn-Screening Nurse
- Nurse Educator

Nurse Educator Diabetes  
Nurse Educator Trauma  
Physician Office Triage Nurse-CSSD\*  
Radiology Nurse  
Research Nurse  
Telephone Triage Nurse  
VAST Nurse

RCHSD may add additional classifications to the bargaining unit during the term of this agreement.

\* Indicates that the classification is vacant as of the date of ratification of this Agreement.

**Section 102. Exclusions:** Excluded from the aforesaid bargaining unit are all other employees, capitation services RNs, newborn screening program specialist, clinical nurse specialist, nurse practitioners, school nurses, analysts, vice president of patient services, directors, patient services liaisons, assistant directors, managers, team leaders, clinical services coordinators, quality management coordinator, confidential employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

## **ARTICLE II**

### **UNOCH MEMBERSHIP**

**Section 201. UNOCH Security and Dues/Fees Options:** It shall be a condition of employment that each bargaining unit employee, within thirty (30) days after the beginning date of employment or within thirty (30) days after the effective date of this Agreement, whichever is later, either (a) become and remain a member of UNOCH and comply with the financial obligations required for membership or (b) pay a service fee to UNOCH for administration of this Agreement in an amount which conforms to applicable law and in no event exceeds the amount of dues uniformly required for membership or (c) in the event the bargaining unit employee's religious practices do not permit joining or financially supporting a union, pay an amount equal to the service fee to a charitable fund of the employee's choice exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. An employee who chooses to make payments to a charitable fund may be required to verify to UNOCH that such payments have been made.

**Section 202. Enforcement:** UNOCH and not RCHSD shall be responsible for enforcing the requirement that employees fulfill their dues or UNOCH fee obligations. Among UNOCH's enforcement options is the filing of a civil suit against the delinquent employee. However, it is understood that UNOCH will make all reasonable efforts to correct the situation before the commencement of litigation. RCHSD shall not be required to discharge or otherwise discipline employees who fail or refuse to meet their financial obligations under this Article.



**Section 203. Check-Off:** Employees may voluntarily choose to remit dues or fees to UNOCH through payroll deduction check-off method by delivering to RCHSD an executed written authorization which conforms with all legal requirements; provided that said monies shall be deducted only after all deductions required by law or otherwise authorized by the employee have previously been deducted. RCHSD shall begin to deduct dues or fees pursuant to an executed written authorization by no later than the second pay period after receipt of the authorization.

This authorization shall be valid for the term of the applicable contract between UNOCH and RCHSD; provided that, the employee may revoke such authorization by sending written notice to RCHSD and to UNOCH during the month of December of any year of the agreement. Employees who withdraw from UNOCH membership shall be required to become an agency fee payer as set forth herein and pay to UNOCH a fee in an amount not greater than member dues.

RCHSD shall remit collected dues and fees to UNOCH no later than twenty (20) days following the date on which the deductions have been made. Following the expiration of this agreement, RCHSD will continue to honor the dues-checkoff arrangement set forth herein until the parties have either reached a successor agreement, which terms shall then apply, or a valid impasse permits unilateral action by RCHSD.

**Section 204. Authorization Form:** All existing authorization forms that have previously been submitted to RCHSD shall continue to be considered valid. For all future authorization forms to be valid, the forms must be written, signed and dated by the Employee. RCHSD will incur no liability by honoring UNOCH authorization forms. RCHSD shall place a copy of all executed written authorizations received from the employee or UNOCH in the employee's personnel file.

**Section 205. Amount of Dues or Fees:** Fees will be set by UNOCH at the maximum amount authorized by law. UNOCH shall advise RCHSD, in writing, of the amount of the uniform membership dues and the amount of fees to be deducted as well as the designated Union official or designated charitable organization to whom the remittances will be sent. Changes in the amounts of membership dues or fees shall be effective with the first deduction occurring 30 days following receipt by RCHSD of written notice.

**Section 206. RCHSD Reporting of Dues or Fees:** Within five business days from the pay date, RCHSD shall provide UNOCH with an electronic file listing the individual Employees' names and amounts deducted as dues or fees. At the same time, RCHSD also will provide a list of Bargaining Unit Employees with deduction authorizations on file, for whom dues or fees were not withheld and a general explanation why.

**Section 207. Indemnification:** UNOCH indemnifies RCHSD and holds it harmless against any and all claims, demands, losses, suits, judgments, or any other liability, including attorney's fees and costs, that may arise against RCHSD for or on account of any deduction made pursuant to this Article.

**ARTICLE III**  
**UNOCH REPRESENTATION**

**Section 301. Representation at Investigatory Interview:** When the Employer conducts an investigatory interview which the interviewed employee reasonably believes may result in his or her discipline, such employee may request to have a UNOCH representative present. Such right to a UNOCH representative does not apply to (i) disciplinary meetings that occur after completion of the investigation, (ii) meetings to discuss performance evaluations, or (iii) routine coaching and counselings unless otherwise agreed to by the parties. Hospital supervision shall notify the employee who is the subject of the investigation at the time of scheduling the interview that it will be investigatory in nature and that the employee is entitled to make arrangements to have a UNOCH representative present. It shall be the employee's responsibility to notify UNOCH of the need for representation. The employee will be provided with appropriate contact information for UNOCH at the time of the notification of the interview. Within 3 business days from the date of notification of the investigatory interview, the employee shall provide the supervisor with three dates and times, all occurring within eight business days from notification of the interview, during which the employee and his or her certified UNOCH representative are available for the interview to be held except that these dates shall be extended to accommodate a bargaining unit employee who has a pre-scheduled paid or sick leave. The Hospital will select one of the three proposed dates and times. If the investigatory interview is scheduled to take place during scheduled working time of the UNOCH representative, the employee's right to be represented shall include release of the UNOCH representative in order to attend the interview, with pay for a reasonable period of time up to a maximum of one (1) hour. The one (1) hour period can be extended upon mutual agreement. Such investigatory interview shall not be delayed by an employee's request for a specific UNOCH representative, so long as another UNOCH representative is available.

**Section 302. Paid Time for Representational/Labor Relations Activities:** The parties recognize the legitimate needs of UNOCH to communicate with members of the Bargaining Unit and management regarding issues of concern to the Bargaining Unit. Accordingly, RCHSD shall authorize a reasonable amount of paid time (including benefits accrual if applicable) to UNOCH officers or their designees to conduct specified employee representation and labor relations activities described in this Section. UNOCH shall designate appropriate officers to conduct such activities in writing on a quarterly basis. Paid time under this Section 302 must be authorized in advance by RCHSD, shall be scheduled in advance if at all possible, and shall not interfere with the efficient delivery of patient care or other clinical needs. By way of example but not limitation, paid time may be authorized for attendance at meetings with management regarding ad hoc issues which may occur during the term of this Agreement (i.e. critical staffing shortages, conflict/complaint resolution), meetings for the purposes of discussions required by specific provisions of the Agreement, participation in task forces created in conjunction with management to address specific areas of concern, legislative advocacy conducted in conjunction with and approved by management, meetings to facilitate the administrative provisions of this Agreement, participation in recruitment efforts, etc. By

way of example, but not limitation, paid time shall not be authorized for internal UNOCH business or contract negotiations. Additionally, paid time shall typically not be authorized for grievance administration under Article VI of this Agreement, subject to those circumstances in which the parties mutually agree otherwise and/or pursuant to Section 304 below. Paid time for UNOCH officers shall be at the employee's regular straight time hourly rate and shall not be considered hours worked for the purposes of overtime or hours worked for RCHSD.

**Section 303. Authorized Time Off for Union Business:** All parties also recognize the legitimate needs of RCHSD and patients to have an employee's working time devoted to delivery of patient care. Accordingly, RCHSD may also permit a Bargaining Unit employee who is a UNOCH representative or officer to be relieved from duty, consistent with the efficient delivery of patient care and other clinical needs, in order to conduct Union business. RCHSD shall make reasonable efforts to accommodate release from work of up to six (6) members of the UNOCH negotiating team to attend scheduled bargaining sessions between the parties, subject to efficient delivery of patient care and other clinical needs, and provided that the affected employee requests such release time from his or her supervisor sufficiently in advance to arrange substitute coverage. Time off under Section 303 must be authorized in advance and shall be without pay. Such hours will count towards the determination of the health and welfare benefits rates and for no other purposes. Except as specifically provided in this Article III, employee Union representatives and officers shall not conduct Union business during their working time or the working time of the employee(s) with whom they are discussing Union business.

**Section 304. Paid Time for Certified Representatives:** UNOCH shall provide conflict resolution training to a minimum of five (5) UNOCH-designated employee representatives (who may also be UNOCH officers). All UNOCH representatives who successfully complete the training program shall be recognized as a "certified UNOCH representative". UNOCH shall identify its certified representatives in writing to RCHSD quarterly. RCHSD shall provide UNOCH a list of its HR Business Partners and their assigned areas quarterly. RCHSD shall provide (via reimbursements paid to UNOCH) up to ten (10) hours of paid time per month for use by certified UNOCH representatives relating to duties performed under Articles III and VI of this Agreement (excluding Section 606) at the employee's regular straight time hourly rate plus five-dollars (\$5) per hour irrespective of the total number of hours worked. Additional paid time will be provided to certified UNOCH representatives if authorized by RCHSD pursuant to Section 302 above. Meetings scheduled by RCHSD involving UNOCH shall be considered authorized "paid time". Labor Management Committee attendance by designated UNOCH committee members will be compensated for meeting time only and at the employee's regular straight time hourly rate. "Paid time" for certified representatives shall not be considered hours worked for the purposes of overtime or hours worked for RCHSD.

**Section 305. Solicitation/Distribution:** No Bargaining Unit employee shall solicit or promote support for any cause or organization during his/her working time or during the working time of the employee or employees at whom such activity is directed. The

wearing of UNOCH apparel, buttons, and/or insignia shall not constitute solicitation/distribution. Bargaining Unit employees may only distribute or circulate written or printed material and/or goods in employee lounges and mailboxes.

**Section 306. Bulletin Boards:** Employer bulletin boards are reserved for the exclusive use of RCHSD. UNOCH can put up an unobstructed 2' by 3' bulletin board in plain view in each employee lounge that is for the exclusive use of UNOCH. UNOCH shall supply such bulletin board which shall be no larger than 2' by 3'. All material to be posted by UNOCH will indicate it was issued by UNOCH, and UNOCH will be solely responsible for material issued by UNOCH placed on its designated bulletin board. Such material shall be either on UNOCH stationary or clearly identified as approved UNOCH issuances. RCHSD shall have the right to remove any communications posted on any bulletin boards which do not conform with this Section 306.

**Section 307. Information:** RCHSD shall provide UNOCH with the following information within five business days from the pay date: (1) a list containing the name, address, classification, and telephone number of all Bargaining Unit employees; (2) a list of transfers in and out of the Bargaining Unit, including the employee's name and date of transfer; (3) a list of Bargaining Unit employees who revoked their authorization in the prior two weeks; and (4) a list of Bargaining Unit employees hired in the prior two weeks whose status has changed from contingent worker (traveler). RCHSD shall provide UNOCH with all newly created job classifications and their job descriptions, if any, at the time the new job classification is filled.

UNOCH shall also be entitled upon written request to review information, which RCHSD maintains and which is relevant to administration of this Agreement, subject to patient confidentiality and/or other privacy considerations. UNOCH shall be permitted to review personnel files of Bargaining Unit employees upon presentation to RCHSD of a written waiver signed by the employee authorizing release of personnel information to UNOCH. If UNOCH is unable to secure a waiver despite its best efforts to do so, an officer of UNOCH, in conjunction with a grievance, shall be granted access to a limited review of personnel files of Bargaining Unit employees for the discrete purpose of that grievance.

**Section 308. New Hires:** UNOCH shall be provided 30 minutes at the end of RCHSD's new hire orientation to provide to all new hires into a Bargaining Unit position information from UNOCH. RCHSD will not pay for time in excess of 8 hours at the orientation program. The information provided shall include but is not limited to a copy of this Agreement and the telephone number and address of UNOCH's office.

## **ARTICLE IV** **PER DIEMS**

**Section 401. Definition:** The purpose of per diem nurses is to augment or to provide RCHSD with substitute staffing on an as needed basis. Although per diem nurses are required to provide minimum availability as set forth in Section 404, the extent to which they work is at the discretion of RCHSD. Per diem nurses shall either be house per diem

or unit based per diem. House per diems are expected to maintain competencies in either acute or critical care areas (including satellites). House per diems will be assigned to a specific supervisor for administrative issues. Unit based per diem nurses are expected to maintain core competency in their home unit(s) and maintain float competencies. Unit based per diems will be assigned to a unit based on availability of positions determined by RCHSD. Unit based per diem nurses will float as needed. The status of unit-based per diem nurses may be changed to house per diems for non-compliance with unit practices or if the positions are eliminated in the unit.

**Section 402. Orientation:** Per diem nurses will be oriented for a minimum of one shift on each unit or until required competencies are completed on each unit to which they will be assigned. When competency assessment documentation is complete, the per diem nurse is expected to function within his/her realm of competence and perform all appropriate duties as assigned.

**Section 403. On-going Training/Meetings:** Per diem nurses will be expected to attend all mandatory meetings and in-services. Unit-based per diems may also be required to attend unit staff meetings.

**Section 404. Availability:**

**(A) Minimum Availability**

Minimum requirements to maintain per diem status for house and unit based per diems include:

- (1) Provide availability for a minimum of two (2) shifts per four (4) week schedule, one (1) of which must be weekend shifts in those units that staff weekends.
- (2) Maintain availability for all shifts and units as needed. Shifts canceled by the Hospital shall be used to satisfy the minimum requirements of this article.
- (3) House per diem nurses will submit their availability or shifts to the house or assigned supervisor within the designated time period.
- (4) Submit availability for one (1) major winter holiday and one (1) summer holiday as defined in Section 705.
- (5) Unit/department based per diem staff will be required to submit shift availability in accordance with current unit practices.

RCHSD will grandfather employees currently using Option B and C availability through July 1, 2018. Starting upon ratification of this Agreement, at its discretion, RCHSD may offer Enhanced Availability as described below. Per diems who desire to participate in Enhanced Availability may do so at the next open schedule period when offered in the unit or area.

**(B) Enhanced Availability**

- (1) Provide availability for a minimum of twelve (12) shifts in a calendar quarter (starting with the calendar quarter commencing in January), three (3) of which must be weekend shifts in those units with weekend business operations.
- (2) Maintain availability for all shifts and units as needed. Shifts canceled by the Hospital shall be used to satisfy the minimum requirements of this article.
- (3) House per diem nurses will submit their availability to the assigned supervisor of the unit or care area within the designated time period.
- (4) Submit availability for one (1) major winter holiday and one (1) summer holiday as defined in Section 705, in those units with holiday business operations.
- (5) Unit/department based per diem staff under this option will be required to submit shift availability in accordance with current unit practices for each four (4) week schedule in the calendar quarter.
- (6) When Enhanced Availability is offered, per diem employees who provide availability as required in this section will receive the per diem differential provided in Section 1111 of this Agreement.

**Section 405. Confirmation of Shifts:** Per diem nurses are required to submit availability in advance, according to posted planning schedules. Per diem nurses are expected to remain available up to two (2) hours before the start of the available shift. Per diem staff once confirmed for a shift may be notified that they may be used up to ninety (90) minutes prior to start of the shift. Per diem staff may withdraw their availability up to seventy-two (72) hours before the beginning of the shift.

**Section 406. Unscheduled Absences:** When Per diem nurses are confirmed to work and because of illness or other reason are unable to work the confirmed shift, the nurses are required to provide notice at least two (2) hours prior to start of that shift.

**Section 407. Scheduled Time Off:** Per diem nurses will submit a “Per Diem Notification of Time Off” form if planning to be unavailable for more than one (1) four week schedule. Unit based per diem staff are required to submit their “Notification of Time Off” form one month prior to the schedule dates indicated below.

Timelines for notification of intent to take time off include:

- |            |   |
|------------|---|
| October 1: | for Nov 1 through Jan 31 (Winter holidays).           |
| January 1: | for Feb 1 through May 30 (Memorial Day).              |
| March 1:   | for Jun 1 through Sep 15 (Memorial Day to Labor Day). |
| July 1:    | for Sep 15 through Oct 31.                            |

**Section 408. Performance Appraisals:** All per diem nurses will receive an annual performance appraisal based on their job descriptions. Input for house per diems will come from the units on which the per diem nurse worked the majority of his/her shifts. Unit based per diem nurses will receive an annual appraisal from the unit in which they

are assigned.

## **ARTICLE V** **DISCIPLINE**

**Section 501. Basis for Discipline:** The Employer shall not discipline or discharge Bargaining Unit employees without just cause. This just cause requirement shall not apply to the first ninety (90) days of employment or extension of such period as referenced in Section 602 of this Agreement.

**Section 502. Progressive Discipline:** Unless circumstances warrant more severe action, the Employer will utilize progressive discipline. Progressive discipline will be administered in a consistent manner. Management will consider an employee's disciplinary history and the amount of time since prior disciplinary action was taken before determining the appropriate progressive discipline in any given case. Upon request of either party, the parties shall meet to discuss progressive discipline consistency, if not resolved in the Labor/Management Committee.

**Section 503. Notice:** A Bargaining Unit employee who is involuntarily discharged will be given written notification of the reasons for discharge and of the employee's right to file a grievance at the time of such discharge.

**Section 504. Rebuttal:** A Bargaining Unit employee will receive a copy of any disciplinary notice that is placed in his or her personnel file and shall have the right to rebut such notice in writing, provided that the rebuttal is submitted to the Employer within seven (7) calendar days following receipt of the notice. Such rebuttal shall be attached to the disciplinary notice and placed in the personnel file. Submission of such rebuttal shall not be considered the filing of a written grievance pursuant to Article VI of this Agreement.

**Section 505. Two Year Provision:** Any materials relating to discipline for attendance, for which there has been no reoccurrence for two (2) years, shall not be used as a basis for progressive discipline.

**Section 505(a). Three Year Provision:** Any materials relating to discipline for licensure, mandatory certifications, and TB and flu requirements, for which there has been no reoccurrence for three (3) years, shall not be used as the basis for progressive discipline.

## **ARTICLE VI** **GRIEVANCE & ARBITRATION PROCEDURE**

**Section 601. Purpose and Intent:** The purpose of these procedures is to provide the parties with an orderly means of resolving differences that may arise between them. The parties intend that these procedures shall be in lieu of any other formal procedure established by RCHSD for resolution of employee grievances, subject to the provisions of Section 608 below, and shall be the exclusive means for resolution of UNOCH

grievances against RCHSD. It is the intent that every reasonable effort will be made between the parties to resolve differences at the earliest possible step.

**Section 602. Definition:** Any complaint or dispute arising between a Registered Nurse and/or UNOCH and RCHSD concerning conduct by RCHSD alleged to be in violation of an express provision of this Agreement shall be resolved by the filing of a grievance in accordance with this Article. Only employees who have been employed in the Bargaining Unit for at least ninety (90) days shall have the right to grieve whether or not a discharge was for just cause. The ninety (90) day period may be extended for an additional ninety (90) days upon written notification from RCHSD to UNOCH and the employee prior to the expiration of the initial ninety (90) day period.

**Section 603. Informal Resolution:** Both parties encourage employees and supervisors to resolve issues directly and at the lowest possible level; as such, grievances except those involving discharge must be raised informally within ten (10) calendar days after the date the grieving party knew or should have known of the events giving rise to the grievance. The informal grievance may be raised by oral notification of the grievance to the grieving party's immediate supervisor. The individual to whom the informal grievance is presented shall provide an oral response within ten (10) calendar days of receipt of notification of the grievance. If the grievance is not settled by the response or if there is no response, and the grieving party wishes to pursue the matter further, a written grievance must be filed with the Human Resources department in accordance with Section 604 below.

**Section 604. Formal Procedures:** All written grievances except those involving discharge must be filed with the Human Resources Department within thirty (30) calendar days after the date the grieving party knew or should have known of the events giving rise to the grievance. All written grievances involving discharge must be filed with the Human Resources Department within ten (10) calendar days after the date of discharge. The written grievance shall include a statement of the facts or events giving rise to the grievance; the date upon which the event occurred; the provisions of the Agreement alleged to have been violated; and the remedy requested. If the written grievance is not filed or appealed within the specified time limits or in accordance with the procedural requirements set forth herein, the grievance shall be deemed to have been resolved and shall not be subject to any further proceedings. The time limits set forth in this Article may be extended or waived only by mutual agreement of the parties. Such extension or waiver must be confirmed in writing within the specified time limits.

**STEP A:**

Within ten (10) calendar days after the grievance is filed in writing by the aggrieved party with the Human Resources Department, UNOCH and RCHSD shall meet and attempt to settle it. For the purpose of this Step A, RCHSD's representative shall be the appropriate level of management above the grieving party's immediate supervisor. The non-grieving party shall respond in writing to the grievance within ten (10) calendar days of the Step A meeting. If the non-



grieving party fails to respond in writing within ten (10) calendar days of the Step A meeting, the grievance shall be deemed to have been denied.

**STEP B:**

If the grievance is not settled in Step A, UNOCH may make a written appeal of the unresolved grievance (“Step B appeal”) to the appropriate higher level of management by filing a Step B appeal with the Human Resources department. The Step B appeal must be filed not later than ten (10) calendar days after receipt of the non-grieving party’s Step A response, or expiration of the response period if no response is timely made, whichever is sooner. Within ten (10) calendar days after the Step B appeal is filed in writing by the aggrieved party with the other party, the non-grieving party shall respond in writing to the appeal. If the non-grieving party fails to respond in writing within ten (10) calendar days of receipt of the Step B appeal, the appeal shall be deemed to have been denied.

**Section 605. Mediation (OPTIONAL):** If the grievance is not satisfactorily settled at Step B, RCHSD or UNOCH may, within ten (10) calendar days of the receipt of the written response to the Step B appeal, or expiration of the response period if no response is timely made, whichever is sooner, refer the grievance to non-binding mediation before the Federal or State Mediation and Conciliation Service by notifying the other party in writing of its intention to submit the grievance to mediation. Mediation is not required in order to refer a grievance to arbitration; provided that if the grievance is not referred to mediation within the time limits provided above, or if arbitration pursuant to Section 606 is not requested within ten (10) calendar days of the receipt of the written response to the Step B appeal, or expiration of the response period if no response is timely made, whichever is sooner, the grievance shall be deemed to have been resolved and shall not be subject to any further proceedings. The mediation shall be conducted as expeditiously as possible. The Mediator shall be given copies of this Agreement, the grievance, written step responses and appeals, and shall also be provided with a brief statement of the parties’ positions. The parties shall also have the right to present evidence relevant to the grievance and the parties’ positions. The Mediator shall have authority only to mediate between the parties to seek a mutually agreeable resolution. At the request of the parties the Mediator may also be asked to issue an advisory opinion or other non-binding recommendation to the parties. All proceedings relating to the mediation shall be considered to be settlement discussions and shall not be admissible in any arbitration or other proceeding.

**Section 606. Arbitration:** If a grievance, which has been timely referred to mediation under Section 605 above, is not satisfactorily settled as the result of mediation, UNOCH may, within ten (10) calendar days of the mediation, refer the grievance to arbitration by notifying the Human Resources department of its intention to submit the grievance to arbitration. If arbitration pursuant to Section 606 is not requested within the applicable time periods indicated above, the grievance shall be deemed to have been resolved and shall not be subject to any further proceedings. RCHSD and UNOCH shall, within ten (10) working days of such notification, choose a mutually acceptable impartial arbitrator. If the parties are unable to agree to an arbitrator, they shall request either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service

(FMCS) to provide them with a list of seven (7) arbitrators who reside or have an office in Southern California, with a preference for arbitrators who are also experienced in issues involving the health care industry. Either party shall have the option of requesting a second list before the commencement of the selection process, but such option must be exercised by (1) mailing a new request to the AAA or FMCS whichever is applicable, and (2) notifying the other party in writing, both within fifteen (15) calendar days of the date shown on the first list. If either party refuses to participate in the selection or arbitration process, selection of the arbitrator and the arbitration shall be pursuant to the AAA's Voluntary Labor Arbitration Rules, except as such Rules are modified by the provisions of this Agreement.

**Section 607. Arbitrator's Authority and Decision:** The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the express language of this Agreement and the agreed upon issue(s) submitted to him/her. The Arbitrator shall not have the power to add to, subtract from, or modify in any way the express language of this Agreement. The Arbitrator shall have no authority to and shall not add to or modify in any way RCHSD's responsibilities or duties under this Agreement, nor may the Arbitrator impose upon RCHSD an obligation, responsibility or duty which is not expressly required of RCHSD by an express provision of this Agreement. The Arbitrator shall have no authority to review management's exercise of its discretion in selecting the level of discipline imposed by RCHSD in a case not involving termination, suspension without pay, demotion or disciplinary transfer. In cases involving termination, suspension without pay, demotion or disciplinary transfer, the first issue before the Arbitrator shall be whether there was just cause for the discipline imposed. In the event the Arbitrator determines that the discipline was issued without just cause, the Arbitrator will retain jurisdiction and allow the parties 30 days to attempt to agree on a remedy. The 30 day period to agree on a remedy may be extended by mutual agreement of the parties. In the event the parties are unable to agree on a remedy within the time allotted, the Arbitrator shall issue an appropriate remedy. The Arbitrator shall have no authority to award damages other than back pay and benefits (make whole remedy) required by the Agreement, as reduced by all interim earnings and benefits received by the grievant. Any decision within the jurisdiction of the Arbitrator shall be final and binding on all concerned. The expenses and salary incident of services of the Arbitrator shall be shared equally by RCHSD and UNOCH.

**Section 608. Non-Arbitrability:** No grievance shall be submitted to arbitration under Section 606 unless the time limits set forth in this Article have been strictly complied with unless waived or extended by both parties in a signed writing. Any grievance submitted after the time limits have expired shall be deemed forfeited and waived by the aggrieved party. If RCHSD challenges the arbitrability of a grievance, the parties shall select an arbitrator pursuant to Section 606 and schedule the arbitration on the merits. After a date is scheduled, RCHSD shall have the right to file a motion to dismiss with the arbitrator on the basis of its arbitrability challenge. In support of such motion, RCHSD may submit a memorandum of points and authorities with supporting declarations. UNOCH may file an opposition brief with declarations. The arbitrator shall then have the authority to rule on the motion to dismiss or notify the parties that testimony is

necessary to determine arbitrability. If testimony is necessary, the arbitrator shall decide the manner that such testimony should be received (including date, time, and location.)

**Section 609. Employee Arbitrations:** It is recognized that all employees recently hired by RCHSD have entered into written agreements whereby both the employee and RCHSD agree to arbitrate disputes relating to illegal discrimination and complaints for violation of federal, state and other governmental law, statute, regulation or ordinance (“Individual Arbitration Agreement”). It is further recognized that all employees hired on or after the effective date of this Agreement shall also become party to Individual Arbitration Agreements which will provide the same procedures, rights and remedies as presently set forth in RCHSD's written Policy #708 – Arbitration of Employment Disputes for the arbitration of disputes relating to illegal discrimination and complaints for violation of federal, state and other governmental law, statute, regulation or ordinance. Policy #708 is available to all employees, including all bargaining unit employees, through the Meditech OA Library and/or RCHSD Intranet. Nothing in this Agreement shall in any way affect the enforceability of the provisions of Individual Arbitration Agreements concerning the arbitrability of disputes relating to illegal discrimination and complaints for violation of federal, state and other governmental law, statute, regulation or ordinance. In the event that a Bargaining Unit employee not currently party to an Individual Arbitration Agreement wishes to arbitrate disputes relating to illegal discrimination or complaints for violation of federal, state and other governmental law, statute, regulation, or ordinance, the employee may enter into an Individual Arbitration Agreement in order to do so. Any arbitration decision or other resolution of an employee’s grievance for illegal discrimination or violation of federal, state and other governmental law, statute, regulation or ordinance pursuant to the employee’s Individual Arbitration Agreement shall be without precedent under this Agreement and cannot be offered into evidence or otherwise relied on in any arbitration involving UNOCH or any other Bargaining Unit employee which occurs pursuant to the provisions of this Article. Neither UNOCH nor any Bargaining Unit employee who has not entered into an Individual Arbitration Agreement may pursue a grievance or seek arbitration under this Article based on any claim for illegal discrimination or violation of federal, state and other governmental law, statute, regulation or ordinance.

## **ARTICLE VII** **SENIORITY**

**Section 701. Definition:** Seniority is defined as the length of time an employee has been continuously employed as an RN by RCHSD; provided that, a person who becomes an employee of RCHSD through an affiliation with another facility for an existing unit shall be credited with seniority measured from the beginning of his or her employment in the affiliated unit. Seniority shall be maintained during an authorized leave of absence without pay of up to two (2) years, or for the period of maternity leave or family leave, provided the employee returns to work immediately following the expiration of such leave of absence. Per diem employees shall accrue one (1) month of seniority for every one hundred twenty (120) hours worked. Seniority as defined in this Article shall be relevant for purposes of Lay-Offs under Section 703, Lateral Transfers under Section

704, and Vacation, Shifts, Scheduling and Holidays under Section 705, but not for benefits or any other purpose.

**Section 702. Loss of Seniority:** An employee shall lose seniority for any of the following reasons:

Voluntary termination;

Discharge;

Failure to return to work immediately following the expiration of an authorized leave of absence of less than two (2) years;

Failure to return to work within two (2) years of the commencement of a leave of absence without pay.

**Section 703. Lay-Offs:** Employees who occupy a position which is to be eliminated shall, in order of seniority and subject to having the ability and qualifications, be offered a vacant position. Nursing management will assist employees whose positions are being eliminated to find vacant positions. Factors which may be considered by RCHSD in determining ability and qualifications include: past performance, education, relevant certifications and recent relevant experience.

An employee who was displaced due to the closure of the job site shall be given preference to fill his or her former position if the same site later reopens or is relocated. This preference shall only apply in the event RCHSD closes a site and reopens or relocates the same site within two (2) years. When multiple employees with preference under this section seek to return to the same posted position, the vacancy will be awarded based on seniority and skill set. Nurses shall be given preference under this section when they apply to return to a position they formerly held for up to one (1) year following reopening or relocation of the site.

**Section 704. Lateral Transfers:** In the case of a lateral transfer within the Bargaining Unit, the employee shall retain all of his/her seniority as defined in this Article VII. Employees transferring within the organization subject to staffing as required to ensure appropriate staff mix in terms of skill will not be allowed to displace or bump another employee from any shift, schedule rotation, vacation, or holiday list but will be placed next in line for the next open shift, schedule rotation, vacation, or holiday assignment, subject to staffing as required to ensure appropriate staff mix in terms of skill.

**Section 705. Vacation, Shifts, Scheduling and Holidays:** Choice of vacation, shifts, scheduling and holidays worked shall be determined in accordance with past practice within the Individual Unit, subject to staffing as required to ensure appropriate staff mix in terms of skill. Every employee shall be guaranteed at least one major winter holiday and one summer holiday off per year. For purposes of this Section, a major winter holiday shall be defined as one of the following three time periods: (1) Thanksgiving Day; (2) Christmas Eve through and including Christmas Day; and (3) New Year's Eve through and including New Year's Day. For purposes of this Section, summer holidays shall be defined as Memorial Day, Independence Day, and Labor Day. No employee shall be required to work more than three of the following major holiday shifts per year:

Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day. No employee with twenty-five (25) or more years of seniority shall be required to work any major holiday, provided that adequate staff is available and further provided that the exercise of this right does not deprive another employee of a guaranteed major holiday off. Employees with twenty (20) or more years of seniority may be exempt from working these and other major holidays, as defined by Individual Nursing Unit past practice. Nothing in this Section shall be construed to require RCHSD to hire additional staff, utilize registry nurses or otherwise expend additional funds in order to provide a major holiday off.

**Section 706. Weekends:** Unless specifically hired to work weekends, employees will not be required to work more than two (2) weekends (4 shifts) per four (4) week schedule. Weekends shall be defined as any shift for which an employee would be entitled to receive weekend differential under this Agreement.

## **ARTICLE VIII**

### **FLOATING**

**Section 801. Policy:** In accordance with applicable legal requirements and in order to ensure the safest possible care for patients and their families, no Registered Nurses shall be assigned to float to a nursing unit or clinical area without first receiving orientation in that nursing unit or clinical area sufficient to provide competent care. Except in emergency situations where patient care otherwise would be jeopardized, no employee in the RN Bargaining Unit shall be floated to work in a job classification that is not the same classification as their current position nor reflective of their training, education or licensure. Employees may choose to, but not be required to work in these positions. Emergent situations are not routine situations that occur weekly or monthly due to inadequate staffing. Non-bargaining unit assignments made under emergent situations will be tracked and reported to the Labor Management Committee. Nothing herein shall preclude the Employer from requiring work outside of an employee's classification in connection with temporary modified duty assignments, due to a work related injury or illness so long as such assignment is not prohibited by statute or regulation. No nurse who floats shall be required to work as a charge nurse during the float assignment.

**Section 802. RCHSD Float Positions:** RCHSD shall maintain, as appropriate for business needs, float nurse positions for ICU (Critical Care and NICU), Acute Care and Satellite Areas. Each position will delineate the areas in which the float nurses will maintain competencies. Nurses hired into the float positions will be expected to maintain competencies within their respective areas.

**Section 803. Competencies:** Each nursing unit will create a float competency requirement that will be met by those nurses who float into the unit. Each inpatient staff nurse will complete an annual core competency assessment for their home unit(s), if applicable, and float competencies for areas in which they will be floating. These will be maintained in the employee's personnel file.

An automated system will be set up to identify staff float competencies. Charge nurses and House Supervisors will use this system to assign float shifts based on staff competences.

If a float assignment is not within a staff member's realm of competency, it is the responsibility of the nurse who floats to notify the charge nurse immediately. If the issue with the assignment is not resolved at the charge nurse level, the issue will be escalated to leadership for resolution.

**Section 804. Floating Procedure:** All unit-based inpatient core and unit-based per diem nurses will be required to select two Areas (which cannot include home Area) for floating. Nurses whose home area is a Critical Care Area will select one Critical Care Area for floating and nurses whose home Area is an Acute Care Area will select one Acute Care Area for floating. Nurses may select any Area in which they demonstrate competency to the unit's leadership as their second floating Area. Float Position nurses shall select one alternate float Area in the Critical Care or Acute Care Area as appropriate. Nurses working in the self-contained staffing facility described in Section 806 and nurses who worked in the affiliated units at Scripps Mercy Chula Vista or Scripps Mercy San Diego as of June 30, 2016, are not subject to the requirements of this Section.

The Critical Care Float Areas are as follows:

- Main NICU
- Palomar NICU
- Encinitas NICU
- Scripps's La Jolla NICU
- PICU
- ACU
- Scripps Mercy Chula Vista
- Scripps Mercy San Diego

The Acute Care Float Areas are as follows:

- ACU
- Grossmont Pediatrics
- Medical Behavioral Unit
- Medical Main
- Surgical unit
- Hem/Onc
- Hem/Onc Clinic (option for Hem/Onc staff only)

A. All nurses whose home Area is a satellite NICU will choose main NICU and one other Critical Care Area for floating.

B. All nurses whose home Area is a pediatric medical satellite unit will choose Main medical unit and one other Acute Care Area for floating.

C. Nurses floating to ALL areas will be given AGE-APPROPRIATE assignments.

Selection of floating Areas will occur with annual evaluations. If an insufficient number of nurses choose a specific Area, nurses will be assigned to that Area based on skill mix needs and seniority. Management reserves the right to determine the number of nurses selecting each float Area. Newly-acquired facilities/units will be added to the above-listed float Areas unless otherwise agreed by the parties.

Nurses with 20 or more years combined seniority as defined by Article VII of this agreement will not be required to float outside of their home unit.

Nurses (core and per diem) will not be required to float to the Emergency Department, Surgical Services or Inpatient Psychiatric; and Emergency Department, Surgical Services and Inpatient Psychiatric staff (core and per diem) will not be required to float to other areas.

RCHSD will make it a priority to notify satellite RNs required to float outside of their home facility not less than two (2) hours prior to the nurse's scheduled time to work the float assignment.

Because all nurses are not required to float to all areas, it may not be possible to float a nurse from an overstaffed department directly to an understaffed department. In these situations, it will be necessary to float to an intermediate area, and then that area floats to the area in need (bump). If this situation causes more than two bumps and the understaffed area has overtime staff available, overtime may be used in lieu of the 3-4 person "bump." Nurses who were floated will be given the first option to return to their home unit if the area they floated to become overstaffed and will not compromise patient care.

### **Scripps Encinitas**

In the event that Scripps Encinitas is closed due to no patient census, and in order to be able to admit to Scripps Encinitas:

- The ALS/Charge nurse will remain in house and
- The second nurse will be placed on call.
- If a staffing shortage elsewhere arises the on call nurse will float to his/her designated float area as long as Scripps La Jolla NICU can provide Encinitas with a nurse, who has completed Encinitas computer competencies, in the event of an admission.

Staff distribution will occur in the following order:

1. Float Nurses
2. Travelers
3. Unit and House Per Diem
4. Voluntary floats outside of areas
5. Core Staff within designated areas (1-2 bumps)
6. Approved OT if available in overstaffed department
7. Core staff bumped 3 or more floats

**Section 805. Staffing Committee:** In order to ensure that RNs with the critical skills necessary to provide safe patient care are available to augment staffing throughout the Hospital, the parties, in partnership with the Professional Practice Council, shall establish a staffing committee comprised of an equal number of representatives, one-half selected by UNOCH and one-half selected by RCHSD. The staffing committee will:

- Develop and define safe staffing guidelines for nurses floating outside of their home unit.
- Evaluate floating competencies for each nursing unit.
- Establish a peer review process to review issues with floating and patient assignments.

**Section 806. Rancho Springs Self-Contained Staffing:** RNs will not be required to float into or out of the Rancho Springs NICU. However, RNs may volunteer to float into or out of the Rancho Springs NICU on an as needed basis, determined by staffing needs and census. RNs who volunteer to float shall receive the float differential set forth in Article XI of this agreement. Travelers will be used as supplementary staff at the Rancho Springs NICU and will be required to float off-site as needed.

**Section 807. Floating Procedure for New Urgent Care Sites:** Should RCHSD open a new urgent care site during the term of this Agreement, the parties will meet and discuss the floating procedures for the new site.

## **ARTICLE IX** **ECONOMIC ACTION**

**Section 901. Economic Action:** During the term of this Agreement, neither UNOCH, its representatives or agents, RCHSD, nor any Bargaining Unit employee, shall either jointly or severally authorize, permit, cause, engage in, sanction, or assist in any work stoppage, boycott, strike, lockout or any other interference with the work or the Hospital's operations, or other form of economic action, nor shall any Bargaining Unit employee engage in, sanction, assist, or otherwise observe a picket line, legal or illegal, established on or around the premises of RCHSD, nor otherwise engage in a sympathy strike. Any Bargaining Unit employee who violates this Section shall be subject to discipline, including but not limited to termination, pursuant to Article V of this Agreement.



**Section 902. Employer Action:** RCHSD may apply for an appropriate temporary restraining order and/or injunctive relief in addition to any other relief to which it may be entitled for a violation of Section 901 of this Agreement, notwithstanding any other provision of this Agreement. By seeking relief under this Section 902, RCHSD is not precluded from taking disciplinary action pursuant to Section 901 against any Bargaining Unit employee who violates said Section.

**Section 903. Union Action:** In the event of a breach of Section 901, UNOCH, its officers and representatives shall do everything within their power to end or avert such activity.

## **ARTICLE X** **MANAGEMENT RIGHTS**

**Section 1001. Management Rights:** RCHSD retains all rights, powers and authority that are not specifically abridged by an express provision of this Agreement. Without limiting the generality of the foregoing, examples of the rights, powers and authority retained exclusively by RCHSD, and which may be exercised in its sole discretion unless abridged by an express provision of this Agreement, include but are not limited to the following: to manage, direct and maintain the efficiency of its business and personnel; to determine the means and manner by which patient care is to be delivered to patients; to direct the work force; to increase or decrease the work force and/or determine the number of Bargaining Unit employees and other employees hired or to be retained and how they are to be assigned; to hire, transfer, promote, demote, suspend, discharge, and to lay-off employees; to determine staff and establish work standards, floating standards and requirements, schedules of operation and work load; and to specify or assign work requirements, overtime, or on-call responsibilities; to establish, revise, and enforce reasonable work and safety rules, policies and procedures, including, but not limited to, policies pertaining to protective measures, devices or equipment, and apparel; and to control its property, install, use, remove, relocate or modify security or monitoring cameras and devices, institute security measures, security checks or searches of lockers, handbags, purses, carrying cases, and/or backpacks with probable cause, which are designed to promote a safe and secure environment for patients, families, staff and Bargaining Unit employees. The listing of management rights set forth in the preceding sentence is meant by way of explanation, not limitation. To the extent that any function of management is not expressly limited by this Agreement, such function may be exercised unilaterally. RCHSD shall not be required to bargain with UNOCH concerning its exercise of its management rights or the effect of its exercise of those rights on the Bargaining Unit. Nothing in this Article X shall restrict UNOCH or Bargaining Unit employees from filing grievances concerning the application or interpretation of this Agreement, nor consulting with RCHSD about the possible consequences of management decisions that may affect Bargaining Unit employees.

## **ARTICLE XI**

### **WAGES**

#### **Section 1101. Wage Scales:**

The bargaining unit classifications are set forth in Article I, Section 101.

**a. Experienced-Based Wage Grids.**

Experience-based wage grids applicable to bargaining unit classifications are set forth in the attached schedules.

**Salary Rates and Step Advances for CN II and CN III.**

All newly hired CN II's will be placed on the grid according to the number of years of experience as an RN in an acute care hospital setting.

The procedure for determining grid placement upon promotion from CN II to CN III will be as follows:

1. Determine the step on the CN II wage grid that the RN would be on based on the total years of acute care hospital experience, excluding the years of experience as a CN III at RCHSD;
2. Increase the hourly rate by 3%;
3. Find the step on the CN III wage grid that is closest to but not less than the amount calculated above;
4. From that step on the CN III wage grid, add steps based on total years of experience as a CN III at RCHSD;
5. In the event that an RN's current rate is greater than the initial placement step Rate, no equity increase will be given.

Promotion from CN II to CN III will occur in January. All promotion plan elements must be completed by December 31. To be considered and compensated as a CN III, a nurse must have applied for and qualified for and must continue to meet all criteria for CN III. A nurse who fails to maintain qualifications at the time of his/her yearly evaluation will be returned to CN II and placed on the CN II grid at the step applicable to his or her years of registered nurse acute care hospital experience.

**Salary Rates and Step Increases for Non-Clinical Ladder Nurses.**

All newly hired non-clinical ladder nurses will be placed on the wage grid according to the number of years of experience as an RN in an acute care hospital setting or in a position which entails skills and responsibilities similar to the nurse's current classification at RCHSD.

**b. Annual Salary Adjustments.**

1. July 2017

RCHSD will implement, effective on the first full pay period following ratification of this agreement an increase of 4.0% for all steps, resulting in the wage grids set forth in the attached schedules.

At the same time eligible bargaining unit employees will receive an increase of 4.0% to their base hour wage rates, except that in no event shall an employee's base hourly wage rate on the wage grid exceed the maximum rate for their step.

2. July 2018

RCHSD will implement, effective the first full pay period in July 2018, an increase of 4.0% for all steps, resulting in the second year wage grids set forth in the attached schedules.

At the same time eligible bargaining unit employees will receive an increase of 4.0% to their base hour wage rates, except that in no event shall an employee's base hourly wage rate on the wage grid exceed the maximum rate for their step.

3. July 2019

RCHSD will implement, effective the first full pay period in July 2019, an increase of 4.0% for all steps, resulting in the second year wage grids set forth in the attached schedules.

At the same time eligible bargaining unit employees will receive an increase of 4.0% to their base hour wage rates, except that in no event shall an employee's base hourly wage rate on the wage grid exceed the maximum rate for their step.

**c. Effective Date of Step Advances.**

Step advancement will occur only in the first full payroll period in January, based on the nurse's full years of qualifying experience as of the preceding December 31.

**d. Eligibility for Increases**

1. To be eligible for any wage increase, an employee must be at least an overall "solid performer" on his or her most recent performance evaluation.
2. Newborn Screening Nurses will be placed in the range indicated on the wage grid. They will be eligible to receive annual increases in lieu of the base and step increases described above. The increases will be at least equivalent to the percent increase in the administrative allocation for the contract. RCHSD reserves the right to pay above the minimum increase should

program funding allow.

- e. RCHSD reserves the right, in its sole discretion, to award lump sum bonuses to individual employees.

**Section 1102. Career Ladder System:** The current Nursing Clinical Ladder is a three (3) level system as follows:

- |                     |  |
|---------------------|--|
| Clinical Nurse I:   | Newly graduated nurses during the first year of practice   |
| Clinical Nurse II:  | Staff Nurse who demonstrates and maintains all competencies for core area and float competencies for units within the nurse's region   |
| Clinical Nurse III: | Expert with three (3) or more years of pediatric experience who demonstrates and maintains all core competencies of Clinical Nurse II and III and is a participant in additional clinical and professional activities as described in the Clinical Nurse III position description and in department goals. |

Promotion to Clinical Nurse III is possible annually in January. The nurse seeking promotion is responsible to discuss and outline plans for promotion with departmental leadership at least six (6) months prior to the anticipated time of promotion.

Clinical Activities that support the nurse qualifying for Clinical Nurse III will be decided on by a joint management and staff group in each qualifying care area. Qualifying activities must be consistent with clinical expertise required in the job description, meet the business needs of the unit, and demonstrate consistent performance throughout the year.

A copy of each department's CN III Committee membership and criteria will be made available to UNOCH and in each department (including satellites) and uploaded to the Intranet.

Each department will present their CN III Criteria to the Labor Management Committee for initial review/approval and thereafter will be reviewed by each department's CN III Committee every six months.

**a. Newly Graduated RN Resident Training Program:**

In the event that RCHSD decides to support and operate a newly graduated RN resident training program (“Program”), RCHSD reserves all management rights and discretion to choose to staff or otherwise fill the Program with newly hired RCHSD employees or contract staff. While enrolled and participating in the Program, the RCHSD employee participants will be paid twenty-six dollars and fifty cents (\$26.50) per hour. Upon successful completion of the Program, or when the graduates are counted in the staffing acuity/ratio number for the shift, the graduates shall be paid according to the CN I wage scale.

**Section 1103. Overtime:** Employees shall be compensated for work performed in excess of their regularly scheduled shift per 24-hour workday beginning at 07:00 a.m. (if such regularly scheduled shift is eight (8) or more hours) or in excess of forty (40) hours per work week at the rate of one and one-half (1.5) times the employee’s regular hourly rate or pay, except that all work performed in excess of twelve (12) hours in a workday, regardless of an employee’s regularly scheduled shift, shall be compensated at the rate of two (2) times the employee’s regular hourly rate of pay. The daily overtime requirement of this section shall not apply to employees assigned to work 24-hour CHET shifts. The daily overtime requirement of this section shall not apply to a night shift nurse attending a meeting (excluding mandatory meetings offered only once) prior to his or her scheduled night shift. Except for rest periods, only hours actually worked shall be considered for purposes of computing overtime. There shall be no pyramiding, duplication or compounding of overtime payments for the same hours worked. Employees shall not be required to work overtime except in the event of a local or national disaster or if interruption of patient care already in process (e.g. surgery) would jeopardize patient safety.

**Section 1104. Standby Pay:** Employees who are on uncontrolled standby (i.e., unrestricted in their activities but must be accessible to return to work upon request) shall be paid for each hour on such status at the rate of \$7.00. Employees on controlled standby (i.e., must remain on Hospital premises) shall be paid for each hour on such status at the rate of \$11.00. Hours on standby shall not be considered hours worked for any purposes. When an employee is assigned more than thirty-two (32) hours of standby in a single pay period, and has been called back for a minimum of five hours, then all standby hours in excess of thirty-two (32) hours shall be paid at the controlled standby rate for the job classification. Management reserves the right to restrict the number of standby hours an employee is assigned. Employees may not trade standby hours without management approval. Per diem nurses will not be required to take standby shifts, but may volunteer for such shifts.

**Section 1105. Call-Back Pay:** All call-back hours shall begin upon arrival at the work site and shall be paid at time and one-half the employee’s base hourly rate of pay. The evening and/or night shift differential specified in Section 1105 below shall be added to the employee’s regular hourly rate of pay for all call-back hours worked during the evening shift and/or night shift as defined in Section 1106 below. Employees who are

called in to work shall be guaranteed a minimum of either two hours of work or pay as if two hours had been worked.

**Section 1106. Shift Differential:** An evening shift differential of \$3.00 per hour will be paid for the entire shift where four or more hours are worked after 5:00 p.m. and before 12:00 midnight. A night shift differential of \$4.70 per hour will be paid for the entire shift where four or more hours are worked after 12:00 midnight and before 7:00 a.m. For Bernardy Center RNs, the applicable evening and night shift differentials, respectively, will be \$2.50 and \$4.00 per hour, subject to the conditions set forth above. Employees in in-patient nursing departments who work approved 12-hours shifts will receive night shift differential for all hours worked between 7:00 p.m. and 7:30 a.m. Overtime hours may be eligible for the applicable evening or night shift differential if at least four or more overtime hours are worked between the 5:00 p.m. and midnight or midnight to 7:00 a.m. time periods. In this case, the qualifying differential will apply only to the overtime hours and not to the preceding or following shift. Shift differential is not paid for non-worked hours which may be paid, such as holiday or paid leave.

**Section 1107. Holiday Premium:** Employees will be paid a premium rate of time and one-half their base hourly rate for scheduled hours worked on New Year's Day (5:00 p.m. December 31 to 11:59 p.m. January 1), Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (5:00 p.m. December 24 to 11:59 p.m. December 25) if the following conditions exist:

1. The employee is required to work by the supervisor or department manager and
2. At least four hours worked fall within the identified holiday. New Year's Day shall be defined as running from 5:00 p.m. December 31 to 11:59 p.m. January 1, and Christmas Day shall be defined as running from 5:00 p.m. December 24 to 11:59 p.m. December 25.

The premium pay provided for by this Section 1107 is not included in the calculation of the employee's regular rate for overtime purposes. Employees who are in a department or program that is not required to work a designated holiday will not receive the premium rate even though they may be permitted, at their own request, to work the holiday. Employees who work call-back hours that would qualify for the premium rate will be compensated at the equivalent of two (2) times the employee's hourly rate of pay.

**Section 1108. Float Premiums:** Nurses who float outside their designated region(s) will receive a differential of \$3.50 per hour for all hours worked outside their designated region(s). RNs hired specifically into float positions have a separate line in the wage grids and each step in that line item shall be \$2.50 greater than the comparable rate for the CN II.

**Section 1109. Charge Nurse Differential:** Nurses assigned in the acute care hospital and Polinsky Clinic to work as charge nurses for a shift shall be paid a charge nurse differential of \$3.00 per hour for each hour worked in such capacity during the shift.

**Section 1110. ALS Differential:** For Neonatal ICU ALS a differential of \$2.50 per hour will be paid. The ALS differential will not apply to nurses working on the CHET (Children’s Hospital Emergency Transport) Team even when working Neonatal ICU ALS. CHET nurse shall have a separate line item on wage grid and each step in that line item shall be \$2.50 greater than the comparable rate for the CN III. CHET team RN’s who are not currently working and respond to an “all team page” for transports will be paid \$250 in addition to call-back pay.

**Section 1111. Per Diem Compensation:** All per diem nurses will be paid on the same salary range as core nursing staff. RCHSD reserves the right to determine, in its sole discretion, the number of employees in house or unit based per diem categories at any time. Per diem base rate will be as per individual placement on the wage grid. Per diem nurses working Minimum Availability will be paid a differential of \$3.00/hour for all hours worked in a pay period. This will apply only to hours worked providing direct patient care (excludes meetings and educational hours). Per diem nurses providing availability for four or more shifts including one weekend shift per two (2) week pay period will receive a per diem differential of \$5.00/hour for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours).

Per diem nurses in the Enhanced Availability will receive a per diem differential of \$8.00/hour for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours.) Grandfathered per diems working Availability Options B and C will continue to earn a differential of \$8.00 for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours) through July 1, 2018.

**Section 1112. Weekend Differential:** Weekend differential will be paid at the rate of \$2.75 per hour for all hours worked on any shift that commences on or after 7:00 p.m. on Friday and before 7:00 p.m. on Sunday.

**Section 1113. Long-Term Service Bonus:** Eligible Bargaining Unit employees shall receive a long-term service bonus based on continuous service with RCHSD, in accordance with the following schedule:

<u>Years of Service</u>	<u>Bonus Amount</u>
20 through 24	\$750
25 through 29	\$1250
30 or more	\$1500

Payment of such bonus shall occur on the payday for the first full payroll period following the employee’s anniversary date. To be eligible, an employee must have worked at least 900 hours in the twelve (12) month period immediately preceding the employee’s anniversary date and must remain actively employed at RCHSD as of the date of payment. There shall be no proration of bonuses for employees who terminate prior to the date of the payment. If the employee elects to retire, the requirement that the employee reach his or her anniversary date in order to be eligible to receive the Long-Term Service Bonus shall be waived, and the employee shall be paid the bonus upon

retirement at any point during their anniversary year. Employees eligible for such bonus shall have the option to designate all or a portion of the bonus as a distribution directly to the employee's retirement savings plan account referenced in Section 1802 of this Agreement, provided that such distribution would not cause the employee's contribution to such account to exceed the annual maximum allowed by law and the employee meets the other eligibility requirements for retirement savings plan participation. Any portion of the bonus which is not so designated shall be received by the employee in a payroll check, subject to applicable payroll deductions. Eligible employees will receive a form to be used for electing a bonus distribution option. The payment of a longevity bonus shall not affect the employee's base hourly wage rate.

**Section 1114 (A) ECMO Differential:** ECMO certified staff will be paid \$2.50 per hour for all hours spent providing care for patients on ECMO.

**Section 1114 (B) ECMO PRIME Differential:** For ECMO PRIME Staff a differential of \$2.50 per hour will be paid for all hours worked when assigned to an "ECMO PRIME" shift.

ECMO PRIME RNs who are not currently working (and not on call) and respond to an "all team page" for ECMO PRIME duties will be paid \$250 in addition to call-back pay. There will be no pyramiding of ECMO PRIME differentials.

**Section 1115. CRRT Differential:** CRRT certified staff will be paid \$2.50 per hour for all hours spent providing care for patients on CRRT.

CRRT certified RNs who are not currently working (and not on call) and respond to an "all team page" for CRRT duties will be paid \$250 in addition to call-back pay.

In addition to existing "all team page" programs, RCHSD may implement additional "all team page" programs or create new teams in other areas. All employees in existing and newly created "all team page" programs will be paid \$250 in addition to call-back pay, provided that the employees respond to the "all team page." In no event will this language constitute an obligation on RCHSD to create additional programs nor shall it apply to calls, emails, pages, or text messages requesting staff to work extra shifts or overtime for general staffing needs.

**Section 1116. Hours Counted Toward Benefit Accrual:** All regular hours worked by a benefits-eligible employee, up to a maximum of eighty hours in a pay period, shall count for paid and sick leave benefit accrual purposes. This includes hours worked by benefit eligible core staff outside their core or float areas even if such additional work is in a secondary position.

**Section 1117. Cancellation:** For purposes of this Article, a cancellation shall be defined as a temporary staff reduction for either all or part of a shift due to census fluctuations or other operational needs.

The order of cancellation within affected classifications, units, and shifts will be:



1. Contract staff working extra shifts above the FTE they were contracted to fill
2. House or unit-based per diem nurses working overtime or premium pay
3. Core staff working extra shifts above their FTE resulting in overtime or premium pay
4. Volunteers to be cancelled
5. Core staff working above their FTE
6. Contract staff as permitted by their contract
7. House or unit-based per diems who were confirmed and then are not required for staffing
8. Contract staff who are within their contracted FTE and not on overtime or extra shift
9. Core Staff

Cancellation within the affected category shall be by seniority and rotation. The Hospital may alter the order of cancellation based upon its determination of qualifications, skill mix and operational needs. Nurses who are cancelled may elect to take time off without pay or utilize accrued paid leave benefits. When involuntarily cancelled due to low census, core staff nurses will receive credit for “hours cancelled” for purposes of calculating sick leave and paid leave accruals and for determining the applicable health insurance premiums. Such hours will be credited for purposes of retirement and 403b plan eligibility only if the employee elects to use accrued paid leave.

**Section 1118. Bilingual Differential:** RCHSD’s policy pertaining to Spanish Bilingual Assistants will apply to unit employees during this Agreement.

**Section 1119. Preceptor Bonus:** A CNII who precepts a Newly Graduated RN Resident Training Program participant for 16 or more clinical shifts will receive a bonus of \$300 upon the participant’s successful completion of the Program.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

**Section 1201. Family Leaves of Absence:** RCHSD will comply with the provisions of the California Family Rights Act, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended.

**Section 1202. Military and Military Exigency Leave:** RCHSD will comply with federal and state law concerning military and military exigency leaves for eligible employees. RCHSD will work with an employee whose spouse or domestic partner is on a military deployment in an effort to accommodate a reduced work schedule or request to transfer to a per diem position on the same shift currently worked during the deployment.

An employee who transfers to a per diem position will return to the previously held position (if vacant) once the deployment ends. If the previously held position is not

vacant, the employee shall return to his or her previously held position once the position is vacant.

An employee who reduced his or her work schedule will return to the previous schedule worked (if available) once the deployment ends. If the previously worked hours are not available, the employee shall increase his or her hours when those hours are available.

### **ARTICLE XIII** **INSURANCE BENEFITS**

**Section 1301. Continuation of Plans:** Except as hereinafter provided, RCHSD shall maintain, during the term of this Agreement, the health, dental, vision, long-term disability and life insurance plans that were in effect on the effective date of this Agreement, or substantially equivalent plans. If, during the term of this Agreement, employees of RCHSD who are not subject to a collective bargaining agreement receive a change in the eligibility criteria, benefits, deductibles or co-payments provided under any of such plans, RCHSD may implement the same change for bargaining unit employees. RCHSD shall give UNOCH thirty (30) calendar days' prior written notice before implementing such change. If during the term of this Agreement RCHSD negotiates a collective bargaining agreement that covers another bargaining unit and that agreement contains health, dental, vision, long term disability, and life insurance benefits that are superior to those benefits available to employees of the RN Bargaining Unit, RCHSD agrees to provide those same superior benefits to the RN Bargaining Unit.

If, during the term of this Agreement, RCHSD otherwise wishes to modify in any way any of the plans described in this Section 1301, RCHSD shall provide UNOCH with written notice of the proposed changes. The receipt of such written notice shall be confirmed in writing by an authorized UNOCH Board Member. UNOCH shall have ten (10) business days from the date of the written notice to provide RCHSD with a written request that RCHSD meet with UNOCH to bargain over the proposed changes. If no written request is made during said ten (10) business day period, RCHSD shall have the right to implement the proposed changes. If the Union makes a written request within said ten (10) day period, the parties shall then have thirty (30) days in which to meet and bargain over the proposed changes. If the parties reach an agreement during said thirty (30) day period, the parties' agreement shall be implemented in accordance with the parties' agreement. If the parties are unable to reach agreement during said thirty (30) day period, it is understood and agreed that there will be no change to the Agreement (status quo), as all changes must be mutually agreed upon by the parties. All other terms and conditions set forth in this Agreement, including the obligations and commitments set forth in Article XI, shall remain in effect for the duration of this Agreement and shall not be in any way affected by any negotiations as provided for above.

**Section 1302. Change of Carriers:** RCHSD shall have sole discretion with respect to the selection of carriers or administrators for the plans referred to in Section 1301 above; provided, however, that RCHSD shall give UNOCH thirty (30) calendar days prior written notice before it changes such carriers or administrators or becomes self-insured.

**Section 1303 Employee Contributions:** Except as hereinafter provided, eligible employees shall contribute, commencing July 1, 2003, and for the term of this Agreement, at the contribution rates set forth in Schedule B. If, during the term of this Agreement, eligible employees of RCHSD who are not subject to a collective bargaining agreement receive a change in the contribution rates for the same elected coverage, RCHSD may implement such change for bargaining unit employees. Contribution rates for bargaining unit employees pursuant to this Section may only be increased in response to carrier premium rate increases and in no event may an employee's proportionate share of the total premium for his or her elected coverage exceed the proportionate share that existed prior to the increase in contribution rate. RCHSD shall give UNOCH thirty (30) calendar days' prior written notice before implementing such change. If, during the term of this Agreement, RCHSD negotiates a reduction in contribution rates for employees covered under a different collective bargaining agreement, RCHSD agrees that those same reduced contribution rates will apply to the RN Bargaining Unit.

**Section 1304. Health Insurance Benefits Annual Review:** Two members of UNOCH leadership will be invited to participate and provide input in meetings with the Hospital's insurance broker where annual plan premium adjustments and design are being discussed. These individuals will be paid by RCHSD at their regular straight time rate for time spent participating in such meetings, up to a maximum of twelve (12) hours annually for each individual. Additionally, two members of UNOCH will be invited to participate in a committee to analyze and evaluate retiree medical benefits. When RCHSD bids out medical coverage, it will provide an opportunity for the Teamsters Health & Welfare Plan to submit a response and make a presentation to management.

**Section 1305. Benefit Representatives Availability:** The Employer will have a benefit specialist from Human Resources available on the main campus, with office hours, a minimum of four hours per week, to meet by appointment with employees who have questions concerning their benefits.

## **ARTICLE XIV**

### **PROFESSIONAL LIABILITY INSURANCE**

**Section 1401. Coverage:** RCHSD carries professional liability insurance coverage which includes Registered Nurses in its employ in the course and scope of employment, which includes provisions to defend and indemnify. RCHSD will maintain coverage at no less than current levels for the duration of this Agreement.

## **ARTICLE XV**

### **PAID LEAVE**

**Section 1501. Eligibility and Accrual:** Paid leave benefits are provided in lieu of vacation and holiday pay, and can be utilized for either or both purposes. All benefits eligible Bargaining Unit employees who are regularly scheduled to work at least 36 hours per 14-day period shall be eligible to accrue paid leave on regular hours paid up to 80 hours per pay period as set forth below. Regular hours include regular day, evening or

night work; paid leave and bereavement hours paid; and regular hours paid for work on holidays.

<b>COMPLETED OF SERVICE</b>	<b>LENGTH</b>	<b>ACCRUAL/ HR UP TO 80*</b>	<b>MAX HRS PER YEAR</b>	<b>MAXIMUM BALANCE</b>
Under 5 years		.08846	184 hrs	360 hrs
5 years but less than 10 years		.10769	224 hrs	360 hrs
10 years or more		.12696	264 hrs	360 hrs
* per pay period				

**Section 1502. Utilization of Paid Leave:** The use of paid leave requires advance approval of the employee’s immediate supervisor. Supervisors may deny use of paid leave when the department may be without adequate staffing, provided that any such denial is not inconsistent with current practice within the Individual Unit. In the first 90 days of employment, unearned paid leave may be granted, to a maximum of 24 hours, for hospital-observed holidays. The negative leave balance will be reduced as paid leave is earned. Paid leave will be paid out at the employee’s base hourly rate (the employee’s normal hourly pay rate exclusive of any bonus, differential, incentive, premium or on-call pay) at the time of utilization. Any bargaining unit member who becomes ill or bereaved (as defined in Article XVII of this agreement) during a scheduled paid leave period shall be eligible to receive appropriate sick or bereavement leave benefits in accordance with applicable policies. Sick leave usage under this article shall be considered unscheduled absences.

**Section 1503. Cash Out:** Cash out of paid leave will be paid per RCHSD policy and applicable law. An employee may submit an election requesting up to two distributions of cash out of paid leave in the following year.

**Section 1504. Conversion to Paid Leave Benefit:** Should either party wish to propose a paid time off benefit in lieu of paid leave under this Article XV and sick leave under Article XVI, it may do so by written notice to the other party between April 1 and April 15 of each year of this Agreement. Upon such notification the parties shall meet to discuss a paid time off benefit. If the parties are unable to reach agreement as a result of these discussions by May 15 of the year in which notification is given, the discussions shall be terminated and the terms of Article XV and Article XVI shall remain unchanged.

**ARTICLE XVI**  
**SICK LEAVE**

**Section 1601. Eligibility and Accrual:** All benefits eligible Bargaining Unit employees who are regularly scheduled to work at least 36 hours per 14-day pay period shall be eligible to accrue sick leave on regular hours paid up to 80 hours per pay period at the rate of .03462 per regular hour paid. Regular hours include regular day, evening or night work; paid leave and bereavement hours paid; and regular hours paid for work on holidays. The maximum balance of accrued sick leave shall be 500 hours; no sick leave

may be accrued by an employee who has a balance of 500 hours of accrued and unused sick leave. Non-benefits eligible employees will participate in sick leave in a manner consistent with federal, state and local law.

**Section 1602. Utilization of Sick Leave:** Accrued sick leave hours must be used for time off due to personal or family illness, health care appointments, adoption proceedings and/or maternity or paternity leave. Employees shall advise their immediate supervisor of a necessary absence as soon as possible. Sick leave will be paid out at the employee's base hourly wage rate (the employee's normal hourly pay rate exclusive of any bonus, differential, incentive, premium or on-call pay) at the time of utilization.

**Section 1603. Coordination of Sick Leave With State Disability Insurance:** If an employee's illness or disability for which sick leave is utilized continues for at least seven (7) consecutive (calendar) days or if hospitalization is necessary, the employee must apply for State Disability Insurance (SDI). Sick leave will then be used to supplement the benefit received from SDI at the rate of a minimum of 10 sick leave hours each pay period. When SDI benefits are exhausted, any remaining sick leave will be used if the employee is still unable to return to work.

**Section 1604. Coordination of Sick Leave With Workers' Compensation Benefits:** If an employee's injury or illness is work related, the employee must file a Personnel Injury and Investigation Report with Employee Health. If the employee cannot work due to the work-related injury or illness, accrued sick leave will be used for the initial three (3) day waiting period following the injury/illness. Following the first three (3) days absence, sick leave will be coordinated with workers' compensation temporary disability payments received by the employee. A minimum of 10 sick leave hours will be supplemented each pay period. When sick leave benefits are depleted, paid leave will be used to coordinate with workers' compensation benefits.

**Section 1605. Forfeiture of Sick Leave:** Sick leave is forfeited upon termination of employment or transfer to a non-eligible position.

**Section 1606. Conversion to Sick Leave Benefit:** Should either party wish to propose a paid time off benefit in lieu of paid leave under Article XV and sick leave under this Article XVI, it may do so by written notice to the other party between April 1 and April 15 of each year of this Agreement. Upon such notification the parties shall meet to discuss a paid time off benefit. If the parties are unable to reach agreement as a result of these discussions by May 15 of the year in which notification is given, the discussions shall be terminated and the terms of Article XV and Article XVI shall remain unchanged.

**Section 1607. Catastrophic Leave Bank:** Within 1 year of ratification of this Agreement, RCHSD will establish a catastrophic leave bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic leave. RCHSD will meet with UNOCH to discuss the terms and implementation of the catastrophic leave bank based on contributions of paid leave.

**ARTICLE XVII**  
**BEREAVEMENT LEAVE**

**Section 1701. Eligibility:** All benefits eligible Bargaining Unit employees who are regularly scheduled to work at least 36 hours per 14-day pay period shall be eligible to receive pay for up to three (3) scheduled work days for absences due to a death of their immediate family. In the event of a death occurring outside the state of California, the employee shall be eligible to receive pay for up to four (4) scheduled work days. For purposes of this Article XVII, “immediate family” includes the employee’s mother, father, step-parent, brother, sister, spouse, eligible domestic partner, children (natural, adopted or stepchildren), grandparents, grandchildren, mother-in-law or father-in-law.

**ARTICLE XVIII**  
**RETIREMENT**

**Section 1801. Continuation of Plans:** Except as hereinafter provided, RCHSD shall maintain, during the term of this Agreement, for all employees who began employment prior to July 1, 2014, the defined benefit pension plan and the retirement savings plan that it had in effect on the effective date of this Agreement, or substantially equivalent plans. With respect to the savings plan, RCHSD may implement alternative plan designs, administrative provisions, investment options, plan providers, trustees, vendors or record keepers. If, during the term of this Agreement, eligible employees of RCHSD who are not subject to a collective bargaining agreement receive enhancements in either such plan, or a change resulting from legal requirements occurs to the savings or defined benefit pension plan, RCHSD may implement the same change for bargaining unit employees. RCHSD shall give UNOCH thirty (30) calendar days prior written notice before implementing such change. Two members of UNOCH leadership will be invited to participate in a plan redesign meeting prior to a final decision by RCHSD regarding implementation of any such change.

**Section 1802. Eligibility:** The requirements for eligibility and participation in each such plan shall be governed by the terms of said plan and may be modified from time to time in accordance with the terms of the plans.

**Section 1803. Current Retirement Savings Plan:** The Retirement Savings Plan in effect on the effective date of this Agreement provides for the following contributions based on completed years of service for eligible employees hired before July 1, 2014.

	<b>Percentage of Total Employee/Contributions (up to a maximum of 8% of employee’s total</b>
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<b>Years of Service</b>	<b>annual earnings to be matched by RCHSD)</b>
0-5	25%
6-10	30%
11-15	35%
16-20	45%
21-25	55%
26+	65%

**Section 1804. 403b Plan:** RCHSD and UNOCH agree as follows:

1. Unless a newly hired employee opts out, Rady Children’s Hospital-San Diego (RCHSD) will enroll automatically all such newly hired employees in the 403(b) plan. Unless a different amount is authorized, the rate of salary deduction will be 3%.

2. Should RCHSD change vendors and/or fund options for the 403(b), UNOCH will meet to discuss such changes with management.

The employer match for the 403(b) plan will be funded on no less than a monthly basis.

**Section 1805. 403b Plan Contributions for New Hires:** All employees who begin employment on or after July 1, 2014, and who are eligible to participate in the 403b Plan shall receive a dollar-for-dollar match from RCHSD for all amounts contributed to the Plan by the employee, up to a maximum of 3% of employee’s total annual earnings. RCHSD shall also contribute to such employee’s account a total of 1% of such employee’s annual earnings (no employee contribution required). The employer match will vest at three years per the terms of the plan.

**Section 1806. Retirement Bonus:** Employees who are at least age sixty-two (62) and under sixty-five (65), and retire with a minimum of thirty (30) years of service, shall receive a retirement bonus of twelve thousand dollars (\$12,000). Employees who are age 65 and over and retire with a minimum of thirty (30) years of service, shall receive a retirement bonus of nine thousand dollars (\$9,000). Such bonus will be in lieu of any other such monetary recognition available under the retirement and other recognitions policy. Retiring employees may choose to elect to deposit this bonus into their 403(b) or Healthcare Savings Account up to the allowable limits of those accounts.

## **ARTICLE XIX**

### **EDUCATION**

**Section 1901. Tuition Assistance Program:** All Bargaining Unit employees covered by this Agreement who are regularly scheduled to work at least 36 hours per 14-day pay period and who have at least 12 months of continuous employment at a satisfactory level of performance are eligible to apply for benefits under RCHSD’s Tuition Assistance Program (TAP). The TAP reimburses eligible employees for job-related class fees which

are approved in advance and completed at an accredited institution with a grade of C or better. The class must result in the development of additional skills and/or knowledge relevant to the employee's current position. Approved tuition expenses will be reimbursed up to \$1,750 per fiscal year. The TAP does not reimburse costs associated with conferences and seminars, and reimbursement will not be made to any employee who terminates employment prior to completing the class. Any eligible employee who wishes to receive TAP benefits must submit an application to his/her department manager, who will either approve or deny the application. The department manager shall approve said application unless good cause exists to disapprove.

**Section 1902. Meeting and Training Time Pay:** Bargaining Unit employees covered by this Agreement shall be compensated at their base hourly wage rate of pay for attendance at all work-related or work-sponsored meetings, training, lectures, seminars and programs when the employees are required to attend by RCHSD. For purposes of this Section 1902, a meeting is a "required" meeting if attendance at the meeting is considered as part of the employee's evaluation or if the employee is subject to discipline for non-attendance. Bargaining Unit employees covered by this Agreement shall not be compensated for voluntary attendance at meetings, training, lectures, seminars or programs where the employee's attendance is not required by RCHSD, including attendance necessary to maintain the employee's RN license.

**Section 1903. RCHSD Sponsored Education:** RCHSD desires to provide all employees the opportunity to improve their skills and receive training which will allow them to advance within the organization. RCHSD provides meetings, training, lectures, seminars and programs to employees, free of charge or for a nominal fee, for the purpose of preparing employees for advancement. Attendance at such educational opportunities is voluntary, and Bargaining Unit employees covered by the Agreement shall not be paid for their time spent in attending such education.

**Section 1904. Licenses and Certifications:** RCHSD does not reimburse employees for costs or compensate employees for their time associated with maintaining the employee's RN license. RCHSD will pay for the cost of re-certification when the employee is required to retain the certification in order to continue in the employee's current position.

**Section 1905. Education Hours Bank:** All nurses who have been employed as a RN by RCHSD for a minimum of one year, shall have access to an Educational Paid Leave Bank of sixteen (16) hours per fiscal year to be used in conjunction with a leadership approved Education Plan to attend non-mandatory nursing related classes and seminars which have been approved by the California Board of Registered Nurses for continuing education. Approval will be subject to a maximum amount of paid time funds available up to \$975,000, \$325,000 per fiscal year during the term of this Agreement. The sixteen (16) hours of Educational Paid leave must be used within the fiscal year as no hours are rolled over into the next fiscal year, but unused cap funds will roll over to the following fiscal year; additionally, such hours will in no event count toward hours worked for computation of overtime.

## ARTICLE XX



## SAVINGS CLAUSE

**Section 2001. Severability:** If any provision of this Agreement is found to be in conflict with any federal or state laws, or rendered or declared illegal, the remaining provisions of the Agreement shall remain in full force and effect. In such event the parties shall meet and negotiate concerning a substitute provision.

## **ARTICLE XXI** **PAGERS**

Operating Room RNs shall not be required to respond to pagers when attending to a patient's needs.

## **ARTICLE XXII** **UNIFORMS**

Required uniforms shall be provided, and replaced as needed, by RCHSD.

## **ARTICLE XXIII** **CHARGE NURSES**

### **Section 2301. Charge Nurse:**

1. This Article addresses the temporary assignment of charge duties to staff RNs.
2. "Charge Nurse" is a working title that describes work assigned to bargaining unit nurses in addition to their staff nurse responsibilities. Charge nurses coordinate the workflow and serve as lead resource nurses to resolve problems, provide direction for personnel, and prioritize and facilitate workflow to ensure timely provision of care.
3. The Hospital may temporarily assign charge responsibilities to nurses in addition to the staff nurse duties normally assigned to their classification; and upon such assignment, the Hospital will pay the charge nurse differential.
4. The Hospital's determination of the necessity to temporarily assign, or not assign, charge nurse responsibilities is not subject to the grievance and arbitration provisions of this contract.
5. Charge nurses in the bargaining unit that are temporarily assigned to charge are not assigned the authority to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other nurses, or responsibility to adjust their grievances or effectively recommend such action, as those are non-bargaining unit supervisory responsibilities. While the staff nurse in the charge nurse role is not assigned the authority to hire or discipline employees, the Nurse in the charge position is required to fulfill the position description/ position addendum of the charge nurse including:
  1. Facilitates timely reporting of any safety issues for patients, visitors or staff. This may involve contact with Safety, Quality Management, Risk Management, Security or Occupational Health and Safety, Human Resources, and/or Department Leadership.

2. Maintain the standards of the hospital and implements the policies and procedures described in the hospital manuals.
3. Provides feedback to unit leadership regarding staffing issues, performances, or any safety/quality issues in a timely manner.

**Section 2302. Charge Shifts:** Charge shifts on patient care units will be filled at least 50% of the time with staff nurses and up to 50% of the time with members of leadership.

Leadership is defined as RN's in management positions.

When leadership is called to come into the unit to assist due to critical staffing shortages or significant patient care concerns, the leader will not automatically assume the charge role. The charge nurse and leader will discuss, decide, and document the decision as to who will take charge.

The charge shift work schedule shall be provided upon UNOCH's request.

#### **ARTICLE XXIV** **MISCELLANEOUS**

**Section 2401. Use of Employer Facility Conference Rooms:** The Employer shall provide reasonable access to Dining Rooms A, B, C, EOB rooms, and the Cardiac Auditorium, based on availability but no more than thirty (30) times per year, for use by the Union in meeting with employees covered by this Agreement. Requests to schedule such conference room shall be directed to the Employer's Human Resources Manager with oversight of Labor Relations or his/her designee. The Employer reserves the right to cancel previously scheduled use of a conference room by the Union when unforeseen circumstances require it, such as the Employer's need for use of such room for patient care related purposes or staff conferences. In such circumstances the Employer will attempt to provide a comparable alternative at the Employer's facility.

**Section 2402. Discounts:** During the term of this Agreement, the following benefits currently in effect shall not be reduced or eliminated for Bargaining Unit employees unless such reduction is an overall RCHSD policy change affecting such benefits for Non-Bargaining Unit employees: cafeteria discounts, pharmacy discounts, and free parking.

**Section 2403. Open RN Positions:** Each nursing unit shall notify their RN staff of any new open positions on the unit, including expanded role opportunities. RCHSD will provide RNs access to a job widget that RNs can use to access postings for all positions.

**Section 2404. Staffing Committee:** In order to ensure that RNs with the critical skills necessary to provide safe patient care are available to augment staffing throughout the Hospital, the parties, in partnership with the Professional Practice Council, shall establish a staffing committee comprised of an equal number of representatives, one-half selected by UNOCH and one-half selected by RCHSD. The staffing committee will:

- Develop and define safe staffing guidelines for each nursing unit.
- Evaluate staffing competencies for each nursing unit.
- Establish a peer review process to review issues with staffing and patient assignments.

**Section 2405. Program Affiliation Agreements:** RCHSD will timely notify UNOCH of all affiliation agreements. With respect to program affiliation agreements for facilities outside San Diego County, Orange County, and Riverside County, RCHSD may maintain working conditions of newly hired employees or otherwise comply with the requirements of a program affiliation agreement that affect program employees; provided that seniority will be credited pursuant to Section 701, and no affiliation agreement will impair the right of UNOCH to negotiate for a successor agreement covering these employees.

With respect to program affiliation agreements for facilities inside of San Diego County, Orange County, and Riverside County, all terms and conditions of this Agreement, which are not in conflict or inconsistent with the affiliation agreement, shall apply to newly hired employees of the affiliated program in classifications covered by this Agreement. The wages, paid leaves, seniority pursuant to Section 701, and retirement benefits of such newly hired employees shall not be less than provided by this Agreement. As to all other terms and conditions, RCHSD may maintain working conditions of newly hired employees or otherwise comply with the requirements of a program affiliation agreement that affect program employees; provided that, no affiliation agreement will impair the right of UNOCH to negotiate for a successor agreement covering these employees.

**Section 2406. Rest Between Shifts.** Safety is of paramount importance to RCHSD. The Hospital recognizes the importance of employees having time off between work periods to rest. Therefore, absent emergency or crisis, RCHSD will make reasonable efforts to establish schedules that provide at least eight hours of rest between shifts.

## **ARTICLE XXV**

### **FULL NEGOTIATIONS, COMPLETE AGREEMENT AND WAIVER**

**Section 2501. Full Negotiations:** RCHSD and UNOCH acknowledge that during the negotiations which resulted in this Agreement, each party 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 their respective rights and opportunities are fully set forth in this Agreement.

**Section 2502. Complete Agreement:** Based upon Section 2501 of this Article, as well as the understandings and agreements expressly set forth in this Agreement, it is understood and agreed that this Agreement fully and completely sets forth all existing understandings and obligations between the parties, that it constitutes the entire agreement between the parties, and that it sets forth all of RCHSD's responsibilities, duties and obligations to UNOCH and Bargaining Unit employees for the duration of this

Agreement, and that there are no understandings or agreements by the parties which are not expressly set forth in this Agreement.

**Section 2503. Waiver:** RCHSD and UNOCH, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject, matter or practice involving the terms and conditions of employment of the Bargaining Unit, other than as specifically required by an express provision of this Agreement.

**Section 2504. Policy Changes:** RCHSD will provide to UNOCH a copy of any changes to RCHSD's written personnel policies, in advance of the time that such policies will be published and/or distributed, if those changes affect the wages, hours and terms and conditions of employment for members of the RN Bargaining Unit represented by UNOCH. If requested, RCHSD will meet with UNOCH to discuss those policy changes prior to implementation, provided that a request for such meeting occurs within seven (7) calendar days following notification and further provided that such meeting occurs within ten (10) calendar days following the request. The parties also agree that this meeting not only will allow prior input from UNOCH but also will provide UNOCH an opportunity to more fully understand the policy changes and thereby be better able to discuss those changes with its members. In cases of emergency when RCHSD determines that a policy change must be adopted immediately without prior notice or meeting with UNOCH, RCHSD shall provide notice and opportunity to meet at the earliest possible time following adoption of the policy change. Changes to policy cannot conflict with the terms of this Agreement. This Section shall in no way affect the application, interpretation or enforceability of Section 1001 (Management Rights) of this Agreement, nor shall this Section be construed as imposing any bargaining obligation on the Employer.

## **ARTICLE XXVI**

### **LABOR/MANAGEMENT COMMITTEE**

**Section 2601. Labor/Management Committee:** The parties shall maintain the Labor/Management Committee as currently configured: five (5) UNOCH members and five (5) Administrative members for a total membership of ten (10), co-chaired by the Executive Director of UNOCH and the Vice-President of Patient Care Services/Chief Nursing Officer and Vice President of Human Resources or her designee. The purpose of the Labor/Management Committee is to create and support a partnership between RCHSD and UNOCH in order to proactively discuss and resolve issues of concern, reach common goals and communicate same to the RCHSD organization. Individual personnel matters and matters which are subject to the grievance and arbitration procedure of this Agreement shall be excluded from such discussions. This Article shall in no way affect the application, interpretation or enforceability of Section 1001 (Management Rights) of this Agreement, nor shall this Article be construed as imposing any bargaining obligation on UNOCH or the Employer during the term of this Agreement. The Labor/Management Committee shall meet at least once every two months or at any other intervals mutually agreeable to the parties.

**ARTICLE XXVII**  
**JURY DUTY AND WITNESS SERVICE**

**Section 2701. Jury Duty:** An employee who is called to jury duty shall be granted a leave of absence for this purpose, provided that such employee gives the Employer reasonable advance notice of his or her obligation to serve. Any time served on jury duty shall be without pay, except that an employee may use accrued paid leave benefits. If an employee is called for jury duty, the Employer will promptly provide, after the employee's submission of the jury duty notice to the employer, a letter concerning its policy of non-payment for jury duty. The Employer will make reasonable efforts to provide notice to employees concerning the availability of such letter. In the event that the Employer, during the term of this Agreement, establishes a policy of providing jury duty pay for non-bargaining unit employees, bargaining unit employees shall be entitled to the same benefit.

**Section 2702. Court Appearances:** An employee who is required as part of the responsibilities of his or her job to appear as a witness in court, or who is subpoenaed on behalf of the Employer to appear in court, shall be compensated for such time at his or her regular straight-time hourly rate. Before receiving such compensation, an employee must show proof of such court attendance.

**ARTICLE XXVIII**  
**DURATION**

**Section 2801. Term of Agreement:** This Agreement shall remain in full force and effect from July 6, 2017 through June 30, 2020. Either party may terminate this Agreement and cause it to expire at any time subsequent to June 30, 2020 by giving ninety (90) days written notice to the other party of its intention to amend, modify or terminate the Agreement upon the expiration of said ninety (90) days notice period.

**ARTICLE XXIX**  
**SIGNATURES**

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the date(s) set forth below:

**Rady Children’s Hospital-San Diego  
(RCHSD)**

**United Nurses of Children’s Hospital,  
Teamsters Local 1699**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date