

**Collective Bargaining Agreement**  
**Between**  
**Rady Children's Hospital-San Diego**  
**and**  
**United Nurses of Children's Hospital**  
**(UNOCH)**



**July 14, 2009 through June 30, 2012**

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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) 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 at its facilities located in San Diego County, California, including but not limited to RCHSD's facility located at 3020 Children's Way, San Diego, California, and RCHSD's job sites at Scripps Memorial Hospital located at 9888 Genesee Avenue, La Jolla, California and Scripps Encinitas, 354 Santa Fe Dr. Encinitas, Ca. 92014.

**Section 102. Exclusions:** Excluded from the aforesaid bargaining unit are all other employees, capitation services RNs, clinical nurse specialists, 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 is a member of an actual religious body or sect which has historically held conscientious objection to joining or financially supporting a union, pay an amount equal to UNOCH dues 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 remit collected dues and fees to UNOCH no later than twenty (20) days following the date on which the deductions have been made.

## **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 or to (ii) meetings to discuss performance evaluations. 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 locate and make arrangements for the representative's attendance within a reasonable time not to exceed 24 hours from notification of the investigatory interview. 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. If the investigatory interview is scheduled during a time period when no representative can be available because of patient care or other business requirements, the interview will be rescheduled. 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. UNOCH Business:** 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 UNOCH-related business with management representatives. UNOCH shall designate appropriate officers to conduct such business. 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.

**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:** RCHSD shall provide conflict resolution training to a minimum of five (5) UNOCH-designated representatives (who may also be

UNOCH officers), with pay (including benefits accrual if applicable). All UNOCH representatives who successfully complete the training program shall be recognized as a "certified UNOCH representative". RCHSD shall provide ten (10) hours of paid time (including benefits accrual if applicable) per month for use by certified UNOCH representatives relating to grievance administration under Section 603 and/or Section 604 of this Agreement. The maximum amount of paid time (including benefits accrual if applicable) which RCHSD shall be obligated to provide under this Section 304 shall be ten (10) hours per month, at the employee's regular straight time hourly rate, which can be divided among certified representatives as deemed appropriate by UNOCH. Additional paid time (and benefits accrual if applicable) may be provided to certified UNOCH representatives if authorized by RCHSD pursuant to Section 302 above. Labor Management Committee attendance will be compensated for meeting time only and at the employee's regular straight time hourly rate.

**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 a list containing the name, address, classification and telephone number of all Bargaining Unit employees on a monthly basis. 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 provide to all new hires into a Bargaining Unit position written information from UNOCH. 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. House per diems will be assigned to a specific coordinator for administrative issues. Unit based per diem nurses are expected to maintain core competency in their home unit(s) and maintain float competency as per the Nursing Staff Floating policy A-01. 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 outlined in A-01. 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:** Minimum requirements to maintain per diem status for house and unit based per diems include:

- (1) Provide availability for a minimum of four (4) shifts per four (4) week schedule, two (2) of which must be weekend shifts.
- (2) Maintain availability for all shifts and units as needed.
- (3) House per diem nurses will submit their availability of shifts to the nurse liaison/house 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:
  - a) Submit shift availability in accordance with current unit practices as of July 1, 2009.
  - b) Other requirements will be based on current unit practices as of July 1, 2009.

**Section 405. Differential for Per Diem:** Per diem base rate will be as per individual placement on the wage grid. Effective the first full pay period following the ratification of this agreement, per diem nurses 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 three 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).

**Section 406. Confirmation of Shifts:** Per diem nurses are required to submit availability in advance, according to posted planning schedules. Per diem nurses are expected to call in to verify per diem need to report for each scheduled shift. 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 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 407. 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 408. 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:

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

**Section 409. 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.

**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.

## **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:** All 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 or to the Nursing Director responsible for the area in question. 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; the only issue before the Arbitrator in a discipline case not involving a termination, suspension without pay, demotion or disciplinary transfer shall be whether there was just cause for discipline. Similarly, 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 termination case involving gross misconduct; the only issue before the Arbitrator in a termination case involving gross misconduct shall be whether the employee engaged in gross misconduct. If the Arbitrator finds gross misconduct, the termination decision shall be affirmed. If the Arbitrator finds that the grievant did not engage in gross misconduct but that RCHSD did have just cause to discipline the employee, the Arbitrator may sustain the discharge or otherwise determine the appropriate remedy. In a case involving suspension without pay, demotion or disciplinary transfer, the Arbitrator shall have the authority to determine whether RCHSD had just cause to discipline the employee and, if so, what the appropriate remedy should be. 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.

**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. 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, Lateral Transfers and Vacation, Shifts, Scheduling and Holidays, but not for benefits.

**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.

**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. Individual Unit seniority for the transferring employee as relevant to vacation time, shifts, scheduling and holidays worked shall be mutually agreed upon by management and staff of the unit into which the employee is being transferred.

**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 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. Administrative Guideline A-01-Nursing Staff Floating and Float Options and Regions sets forth the procedures to be followed to assure that staffing resources are appropriately used and that nursing staff's competency is commensurate with the needs of patients and families. Administrative Guideline A-01 is available to all employees, including Bargaining Unit employees, through the Meditech OA Library, and is incorporated by reference into this Agreement as though fully set forth herein. 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. For example, RNs would not be assigned as secretaries. 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.

**Section 802. Critical Care Team:** The Critical Care Team (CCT) consists of nurses who maintain core competencies in the PICU, NICU and ED, and float competencies in IMU and Med/Surg Monitored. CCT will be considered core in PICU, NICU and ED, and will float to IMU and Med/Surg Monitored in the following order: IMU then Med/Surg Monitored. The order of floating will be as follows: House Per Diems; Travelers; Unit-based Per Diems; Volunteers floating outside of their region; Core Staff.

**Section 803. Competencies:** Each nursing unit will create a competency requirement that will be met by those nurses who float into the unit. In addition, an automated system will be set up for access by the charge nurse and house supervisors which identifies staff floating competencies. The automated system will include all nurses who work at RCHSD, including but not limited to per diems, travelers, registry and "casual" nurses.

**Section 804. Floating Procedure:** The procedures contained in Administrative Guideline A-01-Nursing Staff Floating and Float Options and Regions, effective July 1, 2003, shall not be changed during the term of this Agreement absent written mutual consent of both UNOCH and RCHSD.

## **ARTICLE IX**

### **ECONOMIC ACTION**

**Section 901. Economic Action:** During the term of this Agreement, neither UNOCH, RCHSD, or 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 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**

### **RIGHTS OF MANAGEMENT**

**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. 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:

- Clinical Nurse I
- Clinical Nurse II
- Clinical Nurse III
- Nurse Educator
- CCH Charge Nurse
- QM Coordinator
- Clinical Services Coordinator Home Care
- Home Care Liaison Nurse
- Home Care Nurse
- Case Manager
- Care Coordinator RN
- Telephone Triage Nurse
- Research Nurse
- Care Coordinator-CCP
- Clinical Research Coordinator
- Clinical Research Coordinator-CSSD
- Physician Office Triage Nurse-CSSD
- Polinsky RN
- CHET Nurse
- VAST Nurse
- Cardiac Cath Lab Nurse
- Radiology Nurse
- 1<sup>st</sup> Five Nurses

**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. 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 2009

RCHSD will implement, effective on the pay period commencing June 28, 2009, an increase of 3% 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 3% 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.

Additionally, each bargaining unit member who is at the top step of his or her wage range shall receive a one-time lump sum bonus payment equivalent to 0.5%. Such bonus shall be paid the first pay period following ratification and will be calculated based upon the full time equivalency (FTE) for full-time and regular part-time employees and on hours worked during the full pay periods between July 1, 2008 and June 30, 2009 for per diem employees.

2. July 2010

RCHSD will implement, effective the first full pay period in July 2010, an increase of 3% 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 3% 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 2011

RCHSD will implement, effective the first full pay period in July 2011, an increase of 3%



for all steps, resulting in the third year wage grids set forth in the attached schedules.

At the same time eligible bargaining unit employees will receive an increase of 3% 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**

To be eligible for any wage increase, an employee must have received an overall rating of "proficient" or better on his or her most recent performance evaluation.

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

**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 require at least forty (40) hours of training, meeting and/or project time.

A copy of each department's CN III Committee membership and criteria will be provided to UNOCH annually and posted in each department.

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.

**Section 1103. Overtime:** Employees shall be compensated for work performed in excess of their regularly scheduled shift per workday (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 of 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. 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 and Call-Back 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. All call-back hours shall begin upon arrival at the work site and shall be paid at time and one-half the employee's regular 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 1105 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. 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.

**Section 1105. 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 1106. 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 1106 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.

**Section 1107. Float Premiums:** Nurses working in the Critical Care Team (CCT) shall receive a 15% premium above their normal wage rate. Nurses who voluntarily float outside their designated region(s) as identified in Administrative Guideline A-01-Nursing Staff Floating and Float Options and Regions will receive a differential of \$3.50 per hour for all hours worked outside their designated region(s).

**Section 1108. 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 \$2.50 per hour for each hour worked in such capacity during the shift.

**Section 1109. 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 nurses assigned to work 24 hour shifts will receive evening shift differential for all hours worked on the 24 hour shift.

**Section 1110. 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.

**Section 1111. Weekend Differential:** Weekend differential will be paid at the rate of \$2.25 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 1112. Longevity Bonus:** Eligible Bargaining Unit employees shall receive an annual longevity 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 or more	\$1250

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 1000 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. 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 1113. ECMO Differential:** ECMO certified staff will be paid \$2.50 per hour for all hours spent providing care for patients on ECMO.

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

**Section 1115. 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 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 1116. 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.

## **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.

## **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 other 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.

**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.

**ARTICLE XIV**  
**MEDICAL MALPRACTICE INSURANCE**

**Section 1401. Coverage:** RCHSD carries medical malpractice 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 provide UNOCH with a copy of the current certificate of insurance and 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 Bargaining Unit employees who are regularly scheduled to work at least 40 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 LENGTH OF SERVICE</b>	<b>ACCRUAL / HR UP TO 80*</b>	<b>MAX HRS PER YEAR</b>	<b>MAXIMUM BALANCE</b>
Under 5 years	.08846	184 hrs	340 hrs
5 years but less than 10 years	.10769	224 hrs	340 hrs
10 year or more	.12696	264 hrs	340 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; provided that employees whose normal schedule includes overtime hours shall receive one and one-half their base hourly wage rate for paid leave hours which are utilized in place of overtime hours which the employee otherwise would have worked as part of their normal schedule.

**Section 1503. Cash Out:** Cash out of paid leave will be paid per RCHSD policy and applicable law.

**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 Bargaining Unit employees who are regularly scheduled to work at least 40 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.

**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; provided that employees whose normal schedule includes overtime hours shall receive one and one-half their base hourly wage rate for sick leave hours which are utilized in place of overtime hours which the employee otherwise would have worked as part of their normal schedule.

**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.

## **ARTICLE XVII**

### **BEREAVEMENT LEAVE**

**Section 1701. Eligibility:** All Bargaining Unit employees who are regularly scheduled to work at least 40 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 step-children), grandparents, grandchildren, mother-in-law or father-in-law.

**Section 1702. Procedure:** The paid leave provided by this Article XVII must be taken within a consecutive two week period from the first day taken following the death. The employee shall notify his or her supervisor of the family member's death and the days that the employee would like to schedule the leave. If the employee wishes to be relieved from duty for more than the days specified in Section 1701 above or to attend the funeral of an individual in close personal relationship to such employee but not within the definition of "immediate family," the employee shall be granted time off without pay, consistent with the efficient delivery of patient care and other clinical needs. The employee may utilize accrued paid leave for such additional days of absence.

## **ARTICLE XVIII** **RETIREMENT**

**Section 1801. Continuation of Plans:** Except as hereinafter provided, RCHSD shall maintain, during the term of this Agreement, 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. 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, 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.

**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:

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

## **ARTICLE XIX** **EDUCATION**

**Section 1901. Tuition Assistance Program:** All Bargaining Unit employees covered by this Agreement who are regularly scheduled to work at least 40 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. 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. CHHC 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.

## **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 hospitals 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 Hospital will provide to UNOCH tracking reports every four weeks which will consist of the charge shift work schedule. The charge shift work schedule shall also 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, MOB 113, 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 Senior Labor Relations Specialist 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.

## **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 2301 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 President of UNOCH and the Vice-President of Patient Services, Nurse Executive. 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 a minimum of once every three (3) 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 1, 2009 through June 30, 2012. Either party may terminate this Agreement and cause it to expire at any time subsequent to June 30, 2012 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**

**United Nurses of Children’s  
Hospital (UNOCH)**

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

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**LETTER OF UNDERSTANDING – 1**  
**EXTRA SHIFT INCENTIVES**

Extra shift incentives other than those specifically required by the collective bargaining agreement shall remain the sole discretion of the Employer.

When extra shift incentives are in place, members of leadership may fill those shifts if no bargaining unit member signs up for the shift at least 24 hours before the shift.

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**UNOCH REPRESENTATIVE**

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**DATE**

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**RCHSD REPRESENTATIVE**

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**DATE**

**LETTER OF UNDERSTANDING – 2**  
**EARLY RETIREE MEDICAL CONTINUATION COVERAGE**

The parties agree to meet on mutually agreed dates in January, 2010, for the sole purpose of meeting and conferring regarding the potential of adopting a plan for early retirement continuation coverage under COBRA.

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**UNOCH REPRESENTATIVE**

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**DATE**

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**RCHSD REPRESENTATIVE**

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**DATE**

**LETTER OF UNDERSTANDING – 3**  
**VENDING MACHINES**

The Employer agrees to install, not later than October 1, 2009, fresh food vending machines that can be accessed by night and weekend staff working at the main campus.

\_\_\_\_\_  
UNOCH REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RCHSD REPRESENTATIVE

\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING – 4**  
**PAID LEAVE DONATION BANK**

It is the intent of RCHSD to implement a Paid Leave Donation Program on or before January 1, 2010. This program will be implemented as an organizational policy and will be made available to all employees. At the time that RCHSD implements such a program, employees represented by UNOCH will be eligible to participate at the same basis as all unrepresented employees.

While the specific provisions of such a plan will require careful consideration and thorough legal review, RCHSD expects that any program implemented will include, but will not be limited to, the following components:

- Donations will be made from accrued paid leave only.
- Recipients must have utilized all accrued paid leave and sick leave prior to requesting hours from the donation program bank.
- Recipients will be required to meet a designated service threshold prior to receiving donated paid leave.
- There will be reasonable limits to the amount of hours an employee may donate and/or receive as a donation, as well as the frequency in which one may donate and/or receive.
- The receipt of donations will be utilized as income replacement only and will not extend the recipient's eligibility for time off.

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**UNOCH REPRESENTATIVE**

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**DATE**

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**RCHSD REPRESENTATIVE**

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**DATE**



**LETTER OF UNDERSTANDING – 5**  
**BENEFIT REPRESENTATIVES AVAILABILITY**

The Employer will have a benefits 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.

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**UNOCH REPRESENTATIVE**

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**DATE**

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**RCHSD REPRESENTATIVE**

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**DATE**