

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
RADY CHILDREN'S HOSPITAL - SAN DIEGO
AND
UNOCH TEAMSTERS LOCAL 1699
Technical Division

July 10, 2019 – June 30, 2022

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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-20665, 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 Technical Bargaining Unit, comprised of the following job classifications: All full-time, regular part-time and per diem technical employees employed by RCHSD, including but not limited to, at 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 Genessee Avenue, La Jolla, CA 92037, Scripps Encinitas, 354 Santa Fe Dr., Encinitas, CA 92104, Palomar Medical Center, 2185 Citracado Parkway, Escondido, CA 92029, Sharp Grossmont Hospital, 5555 Grossmont Center Dr., La Mesa, CA 91942, Rancho Springs Medical Center, 25500 Medical Center Dr., Murrieta, CA 92562, Murrieta Medical Plaza, 25170 Hancock Avenue, 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:

Anesthesia Technicians I, II, and III-Cardio,
Cardiovascular Technicians I and II,*
Certified Orthoptist Technicians,*
Certified Occupational Therapy Assistants/Physical Therapy Assistants,
CT/Radiologic Technologists,
CT Technologists,
Diet Technicians,*
EEG Technicians I and II,
EEG Technician, Lead,
EEG Trainees,
EKG Technologists,*
Emergency Care Technicians,*
Hemodialysis Technicians,
Histology/Electron Microscopy Technicians,
Histologic Technologists,
Licensed Psych Technician,
Licensed Vocational Nurses,
Licensed Vocational Nurses (Bernardy),
Licensed Vocational Nurses (Chadwick),
Licensed Vocational Nurses (PACU),
Medical Laboratory Assistants I,* II, III, and Lead,
Medical Laboratory Technicians I,
Nuclear Medical Technologists,
Ophthalmic Technicians,
Ophthalmic Technicians, Lead,*
Ophthalmic Assistant – Certified,
Oral Health Specialist,

Oral Hygiene Specialist,*
Orthopedic Technologists,
Pharmacy Technicians I and II,
Pharmacy Technician, Business Analyst,
Pharmacy Technician, Performance Improvement,
Pharmacy Technician, Retail,
Phlebotomist Medical Assistant,
Pulmonary Specialist,*
Radiologic Technologists,
Radiology Technician Limited,
Referral Resource Technical Specialist,
Registered Dental Assistants,
Respiratory Therapists I, II and III,
Respiratory Therapist – Educator,
Respiratory Therapist – New Grad,*
Respiratory Therapist CHET,
Respiratory Therapist – Bernardy,
Respiratory Therapist II – Homecare,*
Sleep Technologists,
Surgical Technologists I and II,
Technical Specialist-Radiology,*
Ultrasonographers,
Ultrasonographer, Fetal Cardiac Certified, and
Ultrasonographer, Lead.

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, registered nurses, physicians, professional employees, analysts, behavioral treatment technicians, business analysts, clinical assistants II, clinical research coordinators, clinical innovation analysts, coders, communications coordinators, communications technicians, communications specialists, contract specialists, decision support analysts, equipment specialists, health record analysts, certified lactation consultants, lead social workers, media relations and technology specialists, neonatal outreach coordinators, patient relations representatives, pediatric outreach coordinators, QMRP assistants, recreation therapists, foundation specialists, support services coordinators, system administrators, developmental services clinical disciplines managers and supervisors, developmental services regional sites managers and supervisors, training and development specialists, office clerical employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

Classifications removed from this list because no employees are currently in the classification will be restored to the list in the event that RCHSD repopulates the classification.

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, (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 will 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.

This authorization and assignment shall be valid for the term of the applicable contract between UNOCH and RCHSD; provided that, 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.

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.

Section 208. Nondiscrimination: RCHSD will not discriminate against any Employee based upon his or her Union support or membership, or interfere with the right of any Employee to choose to engage in activities protected by Section 7 of the National Labor Relations Act.

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 five calendar days from the date of notification of the investigatory interview, the UNOCH representative shall provide the HR Business Partner proposed interview options, on three different dates all occurring within ten calendar days from notification of the interview. The HR Business Partner will select one of the three proposed interview options provided. The interview scheduling time limits may be extended upon mutual agreement. 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. All paid time under Section 301 will be paid at the certified representative's base hourly rate. 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 five (5) 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 three (3) 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) 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. RCHSD shall pay

reimbursements to UNOCH no later than 45 calendar days from receipt of the invoice from UNOCH or upon a future date agreed upon by UNOCH's Executive Director. 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 maintain unobstructed 2' by 3' bulletin boards 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' and RCHSD will post the bulletin board. 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 stationery 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 the 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 written 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 employees is to augment or to provide RCHSD with substitute staffing on a pre-scheduled or day-to-day basis. Per diem employees shall be department based. Per diem employees are expected to maintain core competencies. The use of per diem staff and/or opening of per diem positions will be at the discretion of the department leadership based on department staffing needs and objectives.

Section 402. Orientation: Per diem employees who are direct care providers will be oriented with each patient population to whom they will be assigned. When competency assessment documentation is complete, the per diem employee 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 employees will be expected to attend all mandatory meetings. Per diem employees may also be required to attend department staff meetings.

Section 404. Availability: Minimum requirements to maintain per diem status:

- (1) Available for a minimum of 48 hours per four (4) week schedule, which will include a minimum of two (2) weekend shifts in those units that staff weekends, unless a weekend only agreement has been entered into. Weekend schedule will be based on department needs and per diem agreement.
- (2) Maintain availability for all shifts and departments as needed. Shifts cancelled by RCHSD shall be used to satisfy the minimum requirements of this Section.
- (3) Per diem employees will submit their availability of shifts to the department leadership within the designated time period.
- (4) Submit availability for one (1) major winter holiday and one (1) summer holiday, as defined in Article VII, Section 705.
- (5) Per diem staff will be required to submit shift availability in accordance with current department practices.

Section 405. Confirmation of Shifts: Once confirmed, per diem employees are expected to report for scheduled shifts. If not confirmed, per diem employees are expected to remain available up to two (2) hours before the start of the available shift. Per diem employees who are designated as available on a posted schedule may withdraw their availability up to seventy-two (72) hours before the beginning of the shift. Any such shift will not count towards satisfying the minimum requirements of Section 404.

Section 406. Cancellation: Per diem employees may be canceled up to ninety (90) minutes prior to the start of the shift.

Section 407. Unscheduled Absences: Per diem employees are required to provide advance notice for any unscheduled absence at least two (2) hours prior to start of all confirmed or available shifts.

Section 408. Scheduled Time Off: Per diem employees are required to submit a “Per Diem Notification of Time Off” form if the time will prevent the employee from meeting the applicable availability requirements described in Section 404. Per Diem staff are required to submit their “Per Diem Notification of Time Off” form one month prior to departmental due date for scheduled requests.

Section 409. Performance Appraisals: All per diem employees will receive an annual performance appraisal based on their job descriptions.

Section 410. Conversion to Full-Time Benefits Eligible: In the event that a Per Diem employee continues to work a regular full-time schedule in the same classification and department for a period in excess of one hundred and eighty (180) calendar days, excluding any time spent substituting for regular employees on authorized leaves of absence, such employee will be granted, upon request, the opportunity to become a full-time benefits eligible employee. If during the qualifying one hundred and eighty (180) calendar day period an employee has an authorized absence the qualifying period will be extended by the length of the absence.

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 an employee in the Bargaining Unit 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 employer grants the remedy requested in the grievance filed within the specified time limits and 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; no such grievance shall be subject to modification thereafter having been filed in accordance with this section. 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 by an appropriate RCHSD Human Resources representative 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, in writing, 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. Statements made in mediation, and any agreement reached through mediation, shall remain confidential. Should either party choose to be represented by legal counsel at the mediation, notice shall be provided to the other party at least five (5) calendar days before the mediation.

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 in writing 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 the Federal Mediation and Conciliation Service (FMCS) to provide them with a list of seven (7) arbitrators who are members of the National Academy of Arbitrators and 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. Within fifteen (15) calendar days from receipt of the panel, representatives of the parties shall alternatively strike names from the panel until an arbitrator is selected. Either party shall have the option of requesting FMCS provide a second list of regional arbitrators before the commencement of the selection process.

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 procedures and time limits set forth in this Article have been strictly complied with unless waived or extended in writing by the party granting the waiver or extension and acknowledged in writing by the party seeking the waiver or extension. 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 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 by RCHSD in a classification now within the Technical Bargaining Unit, provided that, a person who becomes an employee of RCHSD through an affiliation with another facility shall be credited with seniority measured from the beginning of his or her employment in the same position at that facility. 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. RCHSD 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 a classification in 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, Shift, Scheduling and Holidays: Choice of vacation, shifts and scheduling shall be determined in accordance with past practice within the individual departments, as long as seniority and rotation are recognized as the criteria, 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. Choice of such holidays off will be determined by employee preference, followed by rotation and then seniority. 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. Holiday shift cancellations due to low census shall be based on departmental guidelines, with consideration for employee preference, rotation and/or seniority. RT departmental holiday shift cancellation guidelines shall be determined in the RT department professional practice council in conjunction with department leadership.

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 department past practice. Nothing in this Section shall be construed to require RCHSD to hire additional staff, utilize agency staff 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 COMPETENCIES AND CARE AREA STAFFING

Section 801. Policy: In accordance with applicable legal requirements and in order to ensure the safest possible care for patients and their families, no employee in the Technical Bargaining Unit shall be assigned to a clinical area without first receiving orientation in that clinical area sufficient to provide competent care. Except in emergent situations where patient care otherwise would be jeopardized no employee in the Technical Bargaining Unit shall be assigned 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, RT's would not be assigned as sitters or CNA's. Employees may choose to, but will 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 or permanent and stationary 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. Competencies: Each department will create a competency requirement that will be met by those technical employees who work in the department. In addition, a system will be set up for access by the charge staff and house supervisors which identifies staff clinical competencies. The system will include all technical employees who work at RCHSD, including but not limited to core staff, per diems and travelers. A universal competency list will be developed for registry

personnel. Assignments to clinical areas will be based on patient need and employee competency. If an assignment is not within a staff member's documented competencies, it is the responsibility of the staff member to notify his or her lead/charge immediately. If the issue with the assignment is not resolved at that level, the issue will be escalated to leadership for resolution.

Section 803. RT Assignment Procedures: RTs will have a primary preferred work area in the Intermediate/Acute Care Area Group (e.g. the ED) or the ICU/Critical Care Area Group (e.g. the NICU). All RTs shall choose two additional preferred work areas, one of which will be in the same area group as their primary work area. All staff must designate the same number of areas and be competent to work in those areas. Area preferences will be submitted in writing with annual evaluations, or when orienting to a new area. Management reserves the right to determine the number of RTs selecting preferred work areas.

Generally, and subject to patient care requirements and skill set mix, staff assignments will be based on the following criteria:

1. CHET RT staff on clinical shift will be assigned to their ALS unit.
2. Respiratory Staff with 25 years at RCHSD will not receive a regular work assignment outside their primary work area.
3. Management reserves the right to limit the number of CHET RT staff and RT staff with 25 years or more who may self-schedule on a particular day or shift to ensure the ability to adequately staff.
4. ICU Educators will be assigned in their respective specialties.
5. Staff will be assigned in their preferred work areas, with consideration for skill mix needs and seniority. Continuity of care shall be taken into consideration for Core staff only.
6. In the absence of volunteers for an assignment, current travelers will be assigned first, followed by per diem staff, then core staff.
7. RT staff whose primary work assignment is the Helen Bernardy Center will not be assigned to other areas; and RTs whose primary work assignment is another area will not be assigned to the Bernardy Center.
8. RTs who were assigned outside their preferred area will be given the first option to return to their preferred area if the area they were assigned becomes overstaffed and will not compromise patient care.

Respiratory Therapy is a centralized function where assignments are expected to be in all care areas for which employees have met competency requirements in accordance with department protocols.

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 by 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; 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.

Grid Placement and Step Increases for Bargaining Unit Members.

Management will place bargaining unit members on the wage grid according to its determination of the number of years of experience in their current job classification in an acute care hospital setting, or in a position which entails skills and responsibilities similar to their current classification at RCHSD.

b. **Annual Wage Increases and Market Adjustments.**

1. Effective July 1, 2019

RCHSD will implement, effective the first full pay period in July 2019, an increase of 4% for all ranges, resulting in the first year wage grids set forth in the attached schedules with the exception of the following classifications, which will receive market adjustments to the ranges as indicated below and in the attached schedules:

Medical Laboratory Assistant I (5%)
Medical Laboratory Assistant II (5%)
Medical Laboratory Assistant III (5%)
Medical Laboratory Assistant Lead (5%)
Medical Laboratory Technician I (5%)
CT Technologist (5%)
CT/Radiologic Technologist (5%)
Phlebotomist Medical Assistant (5%)
Histologic Technologist (5%)
Histology/Electron Microscopy Technician (5%)
Respiratory Therapist CHET (5%)

At the same time, each eligible bargaining unit Employee will receive an increase to his or her base hourly wage rate of pay in the same percentage amount as the range adjustments set forth above, 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. Effective in July 2020

RCHSD will implement, effective the first full pay period in July 2020, an increase

of 3% for all ranges, resulting in the second year wage grids set forth in the attached schedules.

At the same time each eligible bargaining unit Employee will receive an increase to his or her base hourly wage rate of pay in the same percentage amount as the range adjustment set forth above, 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. Effective in July 2021

RCHSD will implement, effective the first full pay period in July 2021, an increase of 3% for all ranges, resulting in the third year wage grids set forth in the attached schedules.

At the same time each eligible bargaining unit employee will receive an increase to his or her base hourly wage rate of pay in the same percentage amount as the range adjustment set forth above, except that in no event shall an employee's base hourly wage rate on the wage grid exceed the maximum for their step.

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

Step advancement will occur only in the first full payroll period in each January of this agreement, based on the bargaining unit employee's full years of qualifying experience as of the preceding December 31.

d. To be eligible to receive an increase under this Article, with the exception of initial step placement, an employee must have received an overall rating of "solid" or better on his or her most recent performance evaluation. Those employees receiving a below standard rating on their most recent performance evaluation and later successfully completing a performance improvement plan will be eligible for the applicable increase at the time of completion. The increase will not be retroactive.

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

Section 1102. Clinical Ladder System for Respiratory Therapy: The current RT Clinical Ladder is a three (3) level system as follows:

Respiratory Therapist I: Newly graduated RT during the first year of practice or those RTs who have yet to complete RRT credentials

Respiratory Therapist II: Staff RT who demonstrates and maintains all competencies for core areas within the RT Department

Respiratory Therapist III: Expert with three (3) or more years of pediatric experience who

demonstrates and maintains all core competencies of Respiratory Therapist II and III and is a participant in additional clinical and professional activities as described in the Respiratory Therapist III position description and in department goals.

Promotion to Respiratory Therapist III is possible annually in January. All promotion plan elements must be completed by December 31. The Respiratory Therapist 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 RT qualifying for Respiratory Therapist III will be decided on by a joint management and staff group in the Respiratory Therapy Department. Pulmonary RTs will have the opportunity to participate in the clinical ladder and will be included in the committee determining qualifying activities. 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 the RT department's RT III Committee membership and criteria will be made available to UNOCH and posted in the department (including satellites) and uploaded to the Internet.

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

Newly Graduated RT Resident Training Program:

In the event that RCHSD decides to support and operate a newly graduated RT 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-two dollars and fifty cents (\$22.50) 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 RT 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 7:00 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 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 requirements 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 bargaining unit employee 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. Nothing in this Section 1103 shall apply to call-back hours or modify in any way RCHSD's right to assign standby hours.

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 per hour. 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. Employees may not trade standby hours without management approval. When a cath lab 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 (5) hours, then all standby hours in excess of thirty-two (32) shall be paid at the controlled standby rate. Management reserves the right to restrict the number of standby hours an Employee is assigned.

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 1106 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 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 will be paid for the entire shift where four or more hours are worked after 12:00 midnight and before 7:00 a.m. Employees in in-patient departments and departments that must remain open for patient care 24 hours a day, 7 days a week 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., except that laboratory employees shall receive night shift differential for all hours worked between 6:00 p.m. and 6:30 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. See the attached Differential Schedule for shift differential rates.

Section 1107. Bilingual Differential: RCHSD's policy pertaining to Spanish Bilingual Assistants will apply to Employees during this Agreement.

Section 1108. ECMO Differential: ECMO certified staff will be paid \$3.00 per hour for all

hours spent assigned to the ECMO pump.

Section 1109. Surgical Technologist Service Coordinator Differential: A Surgical Technologist assigned to work as a coordinator for a designated service shall be paid a differential of \$1.50 per hour for each hour worked in such capacity during the shift.

Section 1110. 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 1110 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 1111. Charge Differential: A Respiratory Therapist or Radiology Technologist assigned to work as charge for a shift shall be paid a charge differential of \$3.00 per hour for each hour worked in such capacity during the shift. An MLA assigned to work as a charge for a shift shall be paid a charge differential of \$2.00 per hour for each hour worked in such capacity during the shift.

Section 1112. All Team Page: CHET Team RT's, Pulmonary RT's, Bronch Team RT's, ECMO certified RT's, Surgical Techs and Anesthesia Tech staff who are not currently working (and not on call) who respond to an "all team page" and are confirmed will be paid \$250 in addition to call-back pay.

Section 1113. Per Diem Compensation: Per diem base rates will be as per individual placement on the wage grid. RCHSD reserves the right to determine, in its sole discretion, the number of employees in the per diem categories at any time.

Differential for Per Diem employees will be paid according to the attached Differential Schedule.

Section 1114. Weekend Differential: Weekend differential will be paid at the rates outlined in the attached Differential Schedule 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 1115. Long-Term Service 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 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 pro ration 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 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. Per diems 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. 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. Bargaining unit members 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 will receive credit for "hours cancelled" for purposes of calculating sick leave and paid leave accruals and for determining the applicable health insurance premiums up to their FTE. Such hours will be credited for purposes of retirement and 403b plan eligibility only if the Employee elects to use accrued paid

leave.

Section 1117. 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 1118. Career Advancement System: Within the first year of the ratification of this Agreement, a joint committee composed of an equal number of representatives appointed by management and the Union will review and propose a progression system for bargaining unit classifications if there is an identified business need and a market precedent for such a system. If appropriate, the proposed system may be a clinical ladder. The proposed system will be presented to the Labor Management Committee for additional review and recommendations. The UNOCH Executive Director, the Vice President of Human Resources, and the department executive must approve the Labor Management Committee's joint recommendation.

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, upon his or her request, return to the previously held position (if vacant) once the deployment ends. If the previously held position is not vacant, the employee shall receive a preference to return to his or her previously held position once the position is vacant.

An employee who reduced his or her work schedule will, upon his or her request, return to the previous schedule worked (if available) once the deployment ends. If the previously worked hours are not available, the employee shall receive a preference to 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 the employees of the Technical Bargaining Unit, RCHSD agrees to provide those same superior benefits to the Technical 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 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, 2007, 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. If, during the term of this Agreement, RCHSD negotiates a reduction in the contribution rates for employees covered under a different collective bargaining agreement, RCHSD agrees that those same reduced contribution rates will be applied to the Technical Bargaining Unit. 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.

Section 1304. Contribution Rate Credit: Notwithstanding the provisions of Section 1303 above, effective with the pay period beginning August 11, 2019, all employees whose base hourly wage rate is less than seventeen dollars (\$17.00) per hour shall receive a credit of up to fifty dollars (\$50.00) per pay period, not to exceed the employee's actual contribution rate for the plan or tier selected, to offset their contribution in that pay period for health insurance coverage. All employees whose base hourly wage rate is seventeen dollars (\$17.00) per hour and up to nineteen dollars and eight cents (\$19.08) per hour shall receive a credit of up to twenty-five dollars (\$25.00) per pay period, not to exceed the employee's actual contribution rate for the plan or tier selected, to offset their contribution in that pay period for health insurance coverage. All employees whose base hourly wage rate is nineteen dollars and nine cents (\$19.09) per hour and up to twenty-three dollars and thirty-five cents (\$23.35) per hour, shall receive a credit of up to ten dollars (\$10.00) per pay period, not to exceed the employee's actual contribution rate for the plan or tier selected, to offset their contribution in that pay period for health insurance coverage. Eligibility for this credit shall be determined based upon the Bargaining Unit employee's base hourly rate at the time of the Employer's benefit open enrollment period. An employee who is eligible for this credit at the time of the Employer's benefit open enrollment period shall retain such eligibility for the corresponding benefit plan year. Eligibility will be reviewed annually.

Section 1305. 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. UNOCH’s representatives may be accompanied by a nonemployee representative to assist them. The two members of UNOCH leadership 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.

During the annual review, the parties will discuss the cost of providing medical coverage for children of bargaining unit employees. Additionally, the parties will discuss 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 1306. Benefits Representative 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.

**ARTICLE XIV
PROFESSIONAL LIABILITY INSURANCE**

Section 1401. Coverage: RCHSD carries professional liability insurance coverage which includes all employees in the Technical Bargaining Unit 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.

COMPLETED SERVICE	LENGTH OF	ACCRUAL HR UP TO 80*	MAX HRS PER YEAR	MAXIMUM BALANCE
Under 5 years		.08846	184 hrs	360 hrs
5 years but less than 10 years		.10769	224 hrs	360 hrs
10 year 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; 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. 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; 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.

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: RCHSD's catastrophic paid leave program shall apply to Bargaining Unit employees.

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 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, 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, a change resulting from legal requirements occurs to the savings or defined benefit pension plans, RCHSD may implement the same change for eligible 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.

During the term of this Agreement, should RCHSD and UNOCH reach a signed agreement calling for RN unit employees to participate in a Western Conference of Teamsters Pension plan, then employees covered by this Agreement also will participate under the same terms. Subject to contrary agreement of the parties, participation in the Teamsters Plan will supersede the provisions of this Article except Section 1806. The parties will bargain over the timing of implementation of participation in the Teamsters Plan for technical unit employees, not to exceed 60 days from implementation for RN unit employees.

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:

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%

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

1. Unless a newly hired Employee who begins employment prior to July 1, 2014 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 the 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: 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 have a minimum of thirty (30) years of service, shall receive a bonus upon retirement of ten thousand dollars (\$10,000). Employees who are sixty-five (65) and over and retire with a minimum of thirty (30) years of service, shall receive a retirement bonus of seven thousand dollars (\$7,000). Such bonus will be in lieu of any other monetary recognition available under the retirement and other recognitions policy.

ARTICLE XIX EDUCATION

Section 1901. Tuition Assistance Program: All benefits eligible 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. 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 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 obtaining or maintaining any license, certification, or registration, which is or becomes required for the position by law or by community standards. RCHSD will continue to reimburse costs and compensate employees for their time associated with maintaining certifications that are mandated by RCHSD in excess of those required by law or community standards, provided that when courses to maintain such certifications are offered at RCHSD, the employee must attend the course at RCHSD absent prior approval of the Manager of Professional Development. In the event that a change in the law requires a previously non-licensed or non-certified or non-registered classification in the Bargaining Unit to acquire a license or certification or registration, RCHSD will meet and confer with UNOCH regarding ways to facilitate compliance with such change in the law by affected current employees.

Section 1905. Education Hours Bank: Upon request, a benefits eligible Employee who has been employed by RCHSD for a minimum of one year may receive prior approval from his or her supervisor to take up to sixteen (16) paid education hours per fiscal year to be used for attendance at a job related training or educational program that promotes the employee’s performance of his or her job duties. Approval will be subject to a maximum amount of paid time funds available up to \$105,000, \$35,000 per fiscal year during the term of this Agreement. Education hours will be paid at the Employee’s regular, straight time rate, and will not be considered in the calculation of overtime pay. Education hours will not roll over from one fiscal year to the next, but during this Agreement unused cap funds will roll over to the following fiscal year.

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 UNIFORMS

Section 2101. Uniforms: Required uniforms shall be provided, and replaced as needed, by RCHSD.

ARTICLE XXII MISCELLANEOUS

Section 2201. 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. Scheduling of conference rooms shall be completed through RCHSD's electronic reservation system, with notice 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 2202. 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 2203. Open Positions: Each unit shall notify their staff of any new open positions on the unit, including expanded role opportunities. RCHSD will provide employees access to a job widget they can use to access postings for all positions. RCHSD employees who apply for and meet all the minimum and preferred qualifications of an open position will be given an interview.

Section 2204. 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, 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 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 2205. Schedules: Work schedules will be posted at least two weeks in advance for regular full-time and regular part-time employees, except in emergencies pursuant to RCHSD's policy pertaining to work schedules.

Section 2206. Workplace Violence Prevention and Response: The parties acknowledge that healthcare workers are at an increased risk to experience safety events including workplace violence. RCHSD is committed to providing a safe and secure environment and maintaining a workplace violence prevention program compliant with applicable law, which includes encouraging employees to follow RCHSD policies, contact leadership, security and/or (as appropriate and applicable) local law enforcement to report incidents of workplace violence.

RCHSD shall promptly notify employees and UNOCH of any specific threats in the work environment of bargaining unit employees and provide assurance there is a mitigation plan in place, unless doing so would jeopardize the safety of other employees, the organization or local law enforcement advises against notification.

RCHSD policy provides that employees file safety reports without fear of retaliation. Any employee who has witnessed or been the subject of a threat or assault within our workplace is required to report the event. Remedial actions may include reassignment, development of a safety plan, and other appropriate measures. An employee's request for patient reassignment due to safety concerns shall not be unreasonably denied, taking into account whether other staff is available to care for the patient. RCHSD shall document all such reassignment requests.

RCHSD has a team trained in de-escalation techniques, crisis intervention and potential risk identification and response that is available to respond via page when situations arise. The Labor Management Committee shall discuss ways to enhance the team.

RCHSD maintains policies and programs related to workplace violence prevention, management of disruptive behavior, legal and ethical conduct in the workplace, the use of force by security personnel, and keeping dangerous weapons out of the Hospital. All security officers are trained in crisis intervention on an ongoing basis.

Employees are required to complete annual mandatory education learning content related to safety and security. RCHSD will continue to offer training regarding crisis intervention and de-escalation through a variety of curriculum, including online learning content, unit-based training and organizational programs. RCHSD may offer additional de-escalation and self-defense classes on a regular basis, at least quarterly.

ARTICLE XXIII

FULL NEGOTIATIONS, COMPLETE AGREEMENT AND WAIVER

Section 2301. 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 2302. 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 2303. 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 2304. 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 Technical 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 XXIV LABOR/MANAGEMENT COMMITTEE

Section 2401. Labor/Management Committee: The parties shall maintain the Labor/Management Committee as currently configured: the UNOCH Technical Division Director, the UNOCH RN Unit Director, and the Executive Director of UNOCH, or their designees, and up to five (5) Administrative members, including the Vice-President of Patient Care Services/Chief Nursing Officer and the Vice President of Human Resources, or their designees. Additional UNOCH members and RCHSD representatives may be invited to participate on an ad hoc basis upon notice to the other party. 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 (2) months or at any other intervals mutually agreeable to the parties.

ARTICLE XXV DURATION

Section 2501. Term of Agreement: This Agreement shall remain in full force and effect from July 10, 2019 through June 30, 2022. Either party may terminate this Agreement and cause it to expire at any time subsequent to June 30, 2022 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 XXVI CHARGE RT's

Section. 2601. Charge RT's:

1. This Article addresses the temporary assignment of charge duties to RT's.
2. "Charge RT" is a working title that describes work assigned to bargaining unit RT's in addition to their staff RT responsibilities. Charge RT's coordinate the workflow and serve as lead resource RT 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 RT's in addition to the staff RT duties normally assigned to their classification; and upon such assignment, the Hospital will pay the charge RT's differential.
4. Charge RT's 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 RT's, or responsibility to adjust their grievances or effectively recommend such action, as those are non-bargaining unit supervisory responsibilities. While the staff RT's in the charge RT role is not assigned the authority to hire or discipline employees, the RT's in the charge position is required to fulfill the position description/position addendum of the charge RT 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 2602. Charge Shifts: Charge shifts on patient care units will be filled at least 50% of the time with qualified staff RT's and up to 50% of the time with members of leadership. Leadership is defined as RT's in management positions. In the event that there are not sufficient qualified RT's available to fill the Charge RT shifts, leadership will temporarily fill those shifts until qualified staff RT's are available. Management shall be responsible for regularly recruiting qualified staff RT's (RT II and above).

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 RT 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 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.

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,
Teamsters Local 1699**

By: _____
Date:

By: _____
Date

