



**RN TENTATIVE AGREEMENT
SUMMARY OF PROPOSED CBA CHANGES
July 2, 2014**

This Summary includes some of the current contract language and all of the proposed new language. All new language is underlined.

GROUP I- ECONOMIC ARTICLES

ARTICLE IV PER DIEM:

Section 404 Availability:

Now renamed **“Option A”** This first option is current contract language- **no additional shift commitment**, remains at 2 shifts in a 4 week schedule, one which must be a weekend shift in those areas that staff weekends.

New- Section 404 Option B- Availability

1. Provide availability for a minimum of twelve (12) shifts in a twelve (12) week schedule, three (3) of which must be weekend shifts.
2. Maintain availability for all shifts and units as needed. Shifts cancelled by the hospital will be used to satisfy the minimum requirements of this article.
3. House per diem nurses will submit their availability of shifts to the house supervisor within the designated time period.
4. Submit availability for one (1) major winter holiday and one (1) major summer holiday as defined in Section 705, in those units **with holiday business operations.**
5. Unit/department based per diem staff under this option will be required to submit availability in accordance with current unit practices for the full twelve (12) weeks.

New- Section 404 Option C Availability

1. Provide availability during November 1st – April 1st for a minimum of ten (10) shifts per four (4) week schedule, four (4) of which must be weekend shifts in those units with **weekend business** operations; and from May 1st -October 31st

provide availability for a minimum of two (2) shifts per four (4) week schedule one (1) of which must be a weekend shift in those units that staff weekends with weekend business operations.

2. Maintain availability for all shifts and units as needed. Shifts canceled by the hospital shall be used to satisfy the minimum requirements of this article.
3. House per diem nurses will submit their availability of shifts to the house supervisor within the designated time period.
4. Submit availability for one (1) major winter holiday and one (1) major summer holiday as defined in Section 705, in those units with holiday business operations.
5. Unit/department based per diem staff under this option will be required to submit availability in accordance with current unit practice.

ARTICLE XI WAGES

Section 1101b. Annual Salary Adjustments:

Across the board (ATB) increases-

July 2014 **2%** following the first full pay period following ratification

July 2015 **2%** first full pay period in July

July 2016 **2%** first full pay period in July

New- Section 1110f. Ratification Bonus

One time lump sum ratification bonus as follows:

To be paid at the first pay period following

Amount of bonus for full time and regular part time employees will be calculated based upon 1.5% of the employees base rate and full time equivalency (FTE) on June 28, 2014.

Amount of bonus for per diem will be calculated based upon 1.5% of the employee's base rate and hours worked during the full pay periods between July 7, 2013 and June 21, 2014.

Section 1102 Career Ladder System

NEW- Newly Graduated RN Resident Training Program

In the event that RCHSD decides to support and operate a newly graduated RN nurse 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-five (\$25.00) dollars per hr. Upon successful completion of the Program, the graduates shall be paid according to the CN I wage scale.

Section 1103 Overtime- NO CHANGE

Section 1104 Standby and Call back pay- NO CHANGE

Section 1110 Per Diem Compensation-

Option A- NO change= \$3.00/ hr differential for minimum 2 shifts per four week period. \$5.00/hr differential for those per diem nurses providing availability for four or more shifts in a four week period, including one weekend (actual patient care- not classes).

NEW Option B & C: will receive a per diem differential of **\$8.00/hr** for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours).

Section 1112 Long-Term Service Bonus:

This is not going away! If the employee elects to retire, the requirement that the employee reach his or her anniversary date in order to receive the Long Term Service Bonus shall be waived, and the employee shall be paid the bonus upon retirement at any point during the retirement year.

New- Section 1113 B ECMO PRIME Differential:

For ECMO PRIME staff a differential of \$2.5/hr will be paid for all hours worked when assigned to an “ECMO PRIME” shift.

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

Section 1114 CRRT Differential:

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

ARTICLE XV PAID LEAVE:

Section 1501 Changes the eligibility requirement from **40 hours** in a 14 day period to **36 hours** which is current practice

ARTICLE XVI- SICK LEAVE Changes the eligibility requirement from **40 hours** in a 14 day period to **36 hours** which is current practice

ARTICLE XVII- BEREAVEMENT LEAVE

Changes the eligibility requirement from **40 hours** in a 14 day period to **36 hours** which is current practice

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. If, during the term of this Agreement, eligible employees of RCHSD who began employment prior to July 1, 2014 who are not subject to a collective bargaining agreement receive enhancements in either such plan, or a change resulting from legal requirements, RCHSD may implement the same change for bargaining unit employees. RCHSD shall give UNOCH thirty (30) calendar days prior written notice before implementing such change. Two members of UNOCH leadership will be invited to participate in a plan redesign meeting prior to a final decision by RCHSD regarding implementation of any such change.

NEW-Section 1805 403b Plan Contributions for New Hires: All employees who begin their 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.

New- Section 1806 Retirement Bonus

A Retirement bonus of **\$9,000** for those employees who retire at age 62 or greater and with at least 30 years of service.

Such bonus will be in lieu of other such monetary recognition available under there retirement and other recognitions policy. Retiring employees may choose to elect to deposit this bonus into their 403b or Health Care Spending Account up to the allowable limits of those accounts.

ARTICLE XIX- EDUCATION Changes the eligibility requirement from **40 hours** in a 14 day period to **36 hours** which is current practice

GROUP II- NON-ECONOMIC ARTICLES

ARTICLE II UNOCH MEMBERSHIP:

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.

Such authorization shall be irrevocable for the period of one (1) year or until the termination of the Collective Bargaining Agreement between RCHSD and UNOCH, whichever is shorter, unless written notice (in timely compliance with the revocation provision shown on the signed authorization) is given by the employee to RCHSD and UNOCH prior to the expiration of each period of one (1) year or of each applicable

Collective Bargaining Agreement between RCHSD and UNOCH whichever occurs sooner.

RCHSD shall remit collected dues and fees to UNOCH no later than twenty (20) days following the date on which the deductions have been made. Following the expiration of this agreement, RCHSD will continue to honor the dues check-off arrangement set forth herein until the parties have either reached a successor agreement, which terms shall then apply, or a valid impasse permits unilateral action by RCHSD. UNOCH shall indemnify and hold RCHSD harmless against all claims, damages, actions, or other liabilities including RCHSD's reasonable attorney's fees that may be made against or incurred by it arising as a result of RCHSD's reliance upon signed authorization cards furnished to RCHSD by UNOCH or employees with the purpose of complying with any of the provisions of this Article.

ARTICLE III UNOCH REPRESENTATION:

Section 304. Paid Time for Certified Representatives:

UNOCH shall provide conflict resolution training to a minimum of five (5) UNOCH-designated representatives (who may also be UNOCH officers). All UNOCH representatives who successfully complete the training program shall be recognized as a "certified UNOCH representative". RCHSD shall provide (via reimbursements paid to UNOCH up to ten (10) hours of paid time per month for use by certified UNOCH representatives relating to duties performed under Articles III and IV of this Agreement (excluding Section 606) at the employees regular straight time hourly rate plus five-dollars (\$5.00) per hour irrespective of the total number of hours worked. Additional paid time may be provided to certified UNOCH representatives if authorized by RCHSD pursuant to Section 302 above. Meetings scheduled by RCHSD involving UNOCH shall be authorized "paid time." Labor Management Committee attendance 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.

ARTICLE VI GRIEVANCE AND ARBITRATION:**Section 603. Informal Resolution:**

Both parties encourage employees and supervisors to resolve issues directly at the lowest level..

Section 607. Arbitrator's Authority and Decision:

... In cases involving termination, suspension without pay, demotion or disciplinary transfer; the first issue before the Arbitrator in a discipline case not involving a termination, suspension without pay, demotion or disciplinary transfer the first issue before the Arbitrators shall be whether there was just cause for the discipline imposed. In the event the Arbitrator determines that the discipline was issued without just cause, the Arbitrator will retain jurisdiction and allow the parties 30 days to attempt to agree on a remedy. The 30 day period to agree on a remedy may be extended by mutual agreement of the parties. In the event the parties are unable to agree on a remedy within the time allotted, the Arbitrator shall issue an appropriate remedy. The Arbitrator shall have no authority to award damages other than back pay and benefits (make whole remedy) required by the Agreement, as reduced by all interim earnings and benefits received by the grievant. Any decision within the jurisdiction of the Arbitrator shall be final and binding on all concerned. The expenses and salary incident of services of the Arbitrator shall be shared equally by RCHSD and UNOCH.

Section 608. Non-Arbitrability:

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

shall then have the authority to rule on the motion to dismiss or notify the parties that testimony is necessary to determine arbitrability. If testimony is necessary, the arbitrator shall decide the manner that such testimony should be received (including date, time, and location).

ARTICLE VIII FLOATING:

Article VIII is current contract language which was modified by the Floating Committee and adopted by RCHSD and UNOCH and is current practice.

NEW Section 806. Rancho Springs Floating Procedure: Rady Children's Hospital NICU at Rancho Springs will institute a self-contained staffing model on a six-month trial basis beginning July 1, 2014 and ending December 30, 2014. During this six-month trial period, RNs will not be required to float into or out of the Rancho Springs NICU. However, RNs may volunteer to float into or out of the Rancho Springs NICU on an as needed basis, determined by staffing needs and census. Travelers will be used as supplementary staff at the Rancho Spring NICU and will be required to float off-site as needed.

After the 6-month trial period ends, the float committee will meet to discuss the results of the trial and mutually decide whether to continue the self-contained staffing model at Rancho Springs and determine the feasibility of implementation of self-contained model at other satellites. Starting with the satellite furthest from RCHSD's main campus, following the completion of each trial, the float staffing committee will meet to mutually decide whether to continue the self-contained staffing model at each additional satellite facility. The affected NICU will remain self-contained until the Float Committee has made a decision whether or not to continue the self-contained staffing model.

ARTICLE XXIV Miscellaneous

Section 2404 Staffing Committee

In order to ensure RNs with the critical skills necessary to provide safe patient care are available to augment staffing throughout the Hospital, the parties, in partnership with the Professional Practice Council, shall establish a staffing committee comprised

of an equal number of representatives, one half selected by UNOCH and one-half selected by RCHSD. The staffing committee will:

- Develop and define safe staffing guidelines for each nursing unit.
- Evaluate staffing competencies for each nursing unit.

Establish peer review process to review issues with staffing and patient assignments.

Duration of the contract should it be ratified is three years.

Electronic voting will take place from
Tuesday, July 8, 2014 7:00 AM to
Wednesday, July 9, 2014 7:00 PM

**A ratification meeting will be held Tuesday, July 8, 2014 in
the Dining Rooms from 6:00 PM – 8:00 PM
The negotiating team and legal team will be available to
answer questions.**

