

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

August 15, 2024 through June 15, 2027

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ARTICLE I **RECOGNITION**

Section 101. Bargaining Unit: Pursuant to the certification issued by the National Labor Relations Board in NLRB Case #21-RC-20118, Rady Children's Hospital-San Diego (RCHSD) recognizes United Nurses of Children's Hospital (UNOCH), affiliated with the International Brotherhood of Teamsters as Local 1699, as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit: All full-time, regular part-time and per diem registered nurses employed by RCHSD, including but not limited to its main campus located at 3020 Children's Way, San Diego, CA 92123, and RCHSD's satellite sites at Scripps Memorial Hospital located at 9888 Genesee Avenue, La Jolla, CA 92037, Scripps Encinitas, 354 Santa Fe Dr. Encinitas, CA 92014, Palomar Medical Center, 2185 Citracado Parkway, Escondido, CA 92029, Sharp Grossmont Hospital, 5555 Grossmont Center Drive, La Mesa, CA 91942, Rancho Springs Medical Center, 25500 Medical Center Dr., Murrieta, CA 92562, Murrieta Medical Plaza, 25170 Hancock Avenue, Murrieta, CA 92562, Scripps Mercy Hospital-San Diego, 4077 5th Avenue, San Diego, CA 92103, and any existing or additional sites (including urgent care centers) added to RCHSD during the term of this Agreement.

The bargaining unit classifications are:

- Advanced Imaging RN
- Advanced RN Care Coordinator
- Cardiac Cath Lab Nurse
- Cardiac Electrophysiology Nurse
- Care Coordinator RN
- Case Manager
- Case Manager (Peckham)
- Clinical Nurse (Bernardy)
- CHET Nurse
- Clinical Nurse (Polinsky)
- Clinical Nurse I
- Clinical Nurse II
- Clinical Nurse II - Relief
- Clinical Nurse III
- Clinical Research Coordinator
- Clinical Research Coordinator P/D
- Clinical Services Coordinator Home Care (HHA)
- Dialysis RN
- Discharge Coordinator RN
- ECMO PRIME RN
- Fetal Program Coordinator RN
- Float RN
- Home Care Nurse
- Lactation Consultant RN
- Newborn Screener
- Nurse Educator
- Nurse Educator Diabetes

Nurse Educator Trauma
Outpatient Clinic Nurse
RN Service Coordinator (OR)
Patient Placement Coordinator
Radiology Nurse
Research Nurse
Telephone Triage Nurse
Transplant Coordinator RN
VAST Nurse
Wound Ostomy Nurse

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

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

ARTICLE II

UNOCH MEMBERSHIP

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

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

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

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

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

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

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

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

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

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.

Section 209. DRIVE: Effective for the pay date beginning January 24th, 2025, RCHSD agrees to deduct from the paychecks of employees who authorize voluntary deductions to be made for the benefit of DRIVE. Deductions will be made each pay period in which the employee has sufficient net pay, and remitted bi-weekly to DRIVE National Headquarters along with the name of each employee on whose behalf a deduction is made, and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse RCHSD annually for RCHSD's actual cost for the expenses incurred in administering the payroll deductions.

ARTICLE III **UNOCH REPRESENTATION**

Section 301. UNOCH Representation: When the Employer conducts an investigatory interview which the interviewed employee reasonably believes may result in his or her discipline, an informational interview, or a conflict/complaint resolution meeting, 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, (iii) routine coaching and counselings unless otherwise agreed to by the parties, (iv) prompt questioning related to an employee's fitness and ability to safely perform job functions based on observations made during the employee's current shift, or (v) specimen collection for drug and alcohol testing which does not include questioning that the employee reasonably believes may result in his or her discipline.

(a) Notice of Availability of UNOCH Representative for Interviews. Hospital supervision shall notify the employee, in writing, at the time of scheduling the interview that it will be investigatory or informational in nature and that the employee is entitled to make arrangements to have a UNOCH representative present. The notice will include the date(s) of the alleged incident(s), identification of policies that may be at issue, and description of the subject matter under investigation. 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.

(b) Scheduling Investigatory Interviews. Within five calendar days from the date written notification of the investigatory interview is furnished, the UNOCH representative shall provide the HR Partner proposed interview options, on three different dates, all occurring within ten calendar days from notification of the interview. The HR Partner will select one of the three proposed interview options provided. The interview scheduling time limits may be extended upon mutual agreement.

(c) Scheduling Informational Interviews and Conflict Resolution Meetings. If a representative is requested, an informational interview shall occur within five calendar days from the date of notification unless mutually agreed otherwise. Complaint/conflict resolution meetings involving UNOCH representation shall occur at a mutually agreeable time.

(d) UNOCH Representative. If any interview or meeting provided for under this section 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 or meeting, 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 regular straight time hourly rate and in accordance with Section 304. No interviews or meetings shall be delayed by an employee's request for a specific UNOCH representative, so long as another UNOCH representative is available.

Section 302. Paid Time for Representational/Labor Relations Activities: The parties recognize the legitimate needs of UNOCH to communicate with members of the Bargaining Unit and management regarding issues of concern to the Bargaining Unit. Accordingly, RCHSD shall authorize a reasonable amount of paid time (including benefits accrual if applicable) to UNOCH officers or their designees to conduct specified employee representation and labor relations activities described in this Section. UNOCH shall designate appropriate officers to conduct such activities in writing on a quarterly basis. Paid time under this Section 302 must be authorized in advance by RCHSD, shall be scheduled in advance if at all possible, and shall not interfere with the efficient delivery of patient care or other clinical needs. By way of example but not limitation, paid time may be authorized for attendance at meetings with management regarding ad hoc issues which may occur during the term of this Agreement (i.e. critical staffing shortages, conflict/complaint resolution), meetings for the purposes of discussions required by specific provisions of the Agreement, participation in task forces created in conjunction with management to address specific areas of concern, legislative advocacy conducted in conjunction with and approved by management, meetings to facilitate the administrative provisions of this Agreement, participation in recruitment efforts, etc. By way of example, but not limitation, paid time shall not be authorized for internal UNOCH business or contract negotiations. Additionally, paid time shall typically not be authorized for grievance administration under Article VI of this Agreement, subject to those circumstances in which the parties mutually agree otherwise and/or pursuant to Section 304 below. Paid time for UNOCH officers shall be at the employee's regular straight time hourly rate and shall not be considered hours worked for the purposes of overtime or hours worked for RCHSD.

Section 303. Authorized Time Off for Union Business: All parties also recognize the legitimate needs of RCHSD and patients to have an employee's working time devoted to delivery of patient care. Accordingly, RCHSD may also permit a Bargaining Unit employee who is a UNOCH representative or officer to be relieved from duty, consistent with the efficient delivery of patient care and other clinical needs, in order to conduct Union

business. RCHSD shall make reasonable efforts to accommodate release from work of up to six (6) members of the UNOCH negotiating team to attend scheduled bargaining sessions between the parties, subject to efficient delivery of patient care and other clinical needs, and provided that the affected employee requests such release time from his or her supervisor sufficiently in advance to arrange substitute coverage. Time off under Section 303 must be authorized in advance and shall be without pay. Such hours will count towards the determination of the health and welfare benefits rates and for no other purposes. Except as specifically provided in this Article III, employee Union representatives and officers shall not conduct Union business during their working time or the working time of the employee(s) with whom they are discussing Union business.

Section 304. Paid Time for Certified Representatives: UNOCH shall provide conflict resolution training to a minimum of five (5) UNOCH-designated employee representatives (who may also be UNOCH officers). All UNOCH representatives who successfully complete the training program shall be recognized as a “certified UNOCH representative”. UNOCH shall identify its certified representatives in writing to RCHSD quarterly. RCHSD shall provide UNOCH a list of its HR Business Partners and their assigned areas quarterly. RCHSD shall provide (via reimbursements paid to UNOCH) up to fifteen (15) hours of paid time per month for use by certified UNOCH representatives relating to duties performed under Articles III and VI of this Agreement (excluding Section 606) at the employee’s regular straight time hourly rate plus five-dollars (\$5) per hour irrespective of the total number of hours worked. Additional paid time will be provided to certified UNOCH representatives if authorized by RCHSD pursuant to Section 302 above. Meetings scheduled by RCHSD involving UNOCH shall be considered authorized “paid time”. Labor Management Committee attendance by designated UNOCH committee members will be compensated for meeting time only and at the employee’s regular straight time hourly rate. “Paid time” for certified representatives shall not be considered hours worked for the purposes of overtime or hours worked for RCHSD.

Section 305. Solicitation/Distribution: No Bargaining Unit employee shall solicit or promote support for any cause or organization during his/her working time or during the working time of the employee or employees at whom such activity is directed. The wearing of UNOCH apparel, buttons, and/or insignia shall not constitute solicitation/distribution. Bargaining Unit employees may only distribute or circulate written or printed material and/or goods in employee lounges and mailboxes.

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

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

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

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

ARTICLE IV **PER DIEMS**

Section 401. Definition: The purpose of per diem nurses is to augment or to provide RCHSD with substitute staffing on an as needed basis. Although per diem nurses are required to provide minimum availability as set forth in Section 404, the extent to which they work is at the discretion of RCHSD. Per diem nurses shall either be house per diem or unit based per diem. House per diems are expected to maintain competencies in either acute or critical care areas (including satellites). House per diems will be assigned to a specific supervisor for administrative issues. Unit based per diem nurses are expected to maintain core competency in their home unit(s) and maintain float competencies. Unit based per diems will be assigned to a unit based on availability of positions determined by RCHSD. Unit based per diem nurses will float as needed. The status of unit-based per diem nurses may be changed to house per diems for non-compliance with unit practices or if the positions are eliminated in the unit.

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

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

Section 404. Availability:

(A) Minimum Availability

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

- (1) Provide availability for a minimum of two (2) shifts per four (4) week schedule, one (1) of which must be weekend shifts in those units that staff weekends unless the per diem employee is not required to work a weekend per the staffing practice in their assigned unit.
- (2) Maintain availability for all shifts and units as needed. Shifts canceled by the Hospital shall be used to satisfy the minimum requirements of this article.
- (3) House per diem nurses will submit their availability or shifts to the house or assigned supervisor within the designated time period.
- (4) Submit availability for one (1) major winter holiday and one (1) summer holiday as defined in Section 705.
- (5) Unit/department based per diem staff will be required to submit shift availability in accordance with current unit practices.
- (6) Upon request by the per diem nurse, minimum availability requirements may be reduced by a department during a four week schedule based on the leadership's determination of the department's staffing needs.

At its discretion, RCHSD may offer Enhanced Availability as described below. Per diems who desire to participate in Enhanced Availability may do so at the next open schedule period when offered in the unit or area.

(B) Enhanced Availability

- (1) Provide availability for a minimum of twelve (12) shifts in a calendar quarter (starting with the calendar quarter commencing in January), three (3) of which must be weekend shifts in those units with weekend business operations unless the per diem employee is not required to work a weekend per the staffing practice in their assigned unit.
- (2) Maintain availability for all shifts and units as needed. Shifts canceled by the Hospital shall be used to satisfy the minimum requirements of this article.
- (3) House per diem nurses will submit their availability to the assigned supervisor of the unit or care area within the designated time period.

(4) Submit availability for one (1) major winter holiday and one (1) summer holiday as defined in Section 705, in those units with holiday business operations.

(5) Unit/department based per diem staff under this option will be required to submit shift availability in accordance with current unit practices for each four (4) week schedule in the calendar quarter.

(6) When Enhanced Availability is offered, per diem employees who provide availability as required in this section will receive the per diem differential provided in Section 1111 of this Agreement.

Section 405. Confirmation of Shifts: Per diem nurses are required to submit availability in advance, according to posted planning schedules. Per diem staff may withdraw their availability up to seventy-two (72) hours before the beginning of the shift. If not confirmed two (2) hours before the start of the available shift, the per diem nurse is no longer required to remain available for the shift.

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

Section 407. Scheduled Time Off: Upon written request, a per diem nurse may be excused from providing availability during a four week schedule for which they are completely unavailable. The request must be received at least one month in advance. Approval may be granted based on staffing needs.

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

ARTICLE V **DISCIPLINE**

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

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

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

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

Section 505. Two Year Provision: Any discipline short of suspension or final warning for which there has been no recurrence for two (2) years, shall not be used to escalate future progressive discipline.

Section 505(a). Documented Verbal Warning: A documented verbal warning for failing to meet performance standards for which there has been no recurrence for one (1) year, shall not be used to escalate future progressive discipline.

Section 506. Performance Improvement Plans: A performance improvement plan ("PIP") is a tool designed to improve employee performance and alone, is not considered discipline subject to the grievance procedure in Article VI. A PIP may be issued in conjunction with discipline to correct the employee's conduct and prevent recurrence. No later than six (6) months after the issuance of the PIP, RCHSD will advise the employee whether and to what extent the PIP has been satisfied and whether adverse action will be taken, up to and including termination of employment. An adverse employment action that is otherwise grievable that is issued at the conclusion of a PIP will be subject to the grievance procedure in Article VI. PIP plan elements and results will be documented.

Section 507. Drug and Alcohol Testing: RCHSD and UNOCH are committed to a workplace in which employees can perform their duties safely, productively and efficiently and in a manner that protects the employees and the patients/families they serve. Early recognition and intervention of drug and alcohol abuse or dependency is in the best interests of employees, RCHSD and the RCHSD community.

RCHSD may require pre-employment, reasonable suspicion, post-accident, return-to-work and follow-up testing in its drug and alcohol testing program as well as drug testing arising out of an investigation into unexplained loss, diversion, administration or documentation of controlled substances or other medications.

Drug testing arising out of an investigation into unexplained loss, diversion, administration or documentation of controlled substances or other medications shall be limited in scope to the drugs or their metabolites at issue. Thus, physical samples obtained from a nurse will only be tested for those drugs or metabolites at issue.

Reasonable suspicion drug or alcohol testing will be based upon reasonably contemporaneous observations or reports of the individual's behavior, performance,

physical appearance, odor, or symptoms, or possession of drug, alcohol or related paraphernalia. Reasonable suspicion drug or alcohol testing will not be limited in scope.

An employee who seeks assistance voluntarily will not have that action as a basis for discipline. Violations of the Drug and Alcohol Free Workplace and related policies may result in transfer, leaves of absences, or other work restrictions as appropriate and the employee may be subject to discipline, up to and including termination.

Section 508. Cell Phones: Discipline issued for violations of the then existing cell phone policy that would not violate the policy currently in effect will not be considered when assessing future progressive discipline to the employee.

ARTICLE VI **GRIEVANCE & ARBITRATION PROCEDURE**

Section 601. Purpose and Intent: The purpose of these procedures is to provide the parties with an orderly means of resolving differences that may arise between them. The parties intend that these procedures shall be in lieu of any other formal procedure established by RCHSD for resolution of employee grievances, subject to the provisions of Section 608 below, and shall be the exclusive means for resolution of UNOCH grievances against RCHSD. It is the intent that every reasonable effort will be made between the parties to resolve differences at the earliest possible step.

Section 602. Definition: Any complaint or dispute arising between a Registered Nurse and/or UNOCH and RCHSD concerning conduct by RCHSD alleged to be in violation of an express provision of this Agreement shall be resolved by the filing of a grievance in accordance with this Article. Only employees who have been employed in the Bargaining Unit for at least ninety (90) days shall have the right to grieve whether or not a discharge was for just cause. RCHSD may unilaterally extend this ninety (90) day period during which an employee may not grieve a discharge, to UNOCH for up to an additional ninety (90) days for a newly hired Registered Nurse participating in a residency program. The parties must mutually agree to extend the time beyond the initial extension.

Section 603. Informal Step: Both parties encourage employees and supervisors to resolve issues directly and at the lowest possible level. All grievances except those involving discharge must be submitted at the informal step pursuant to this Section as soon as possible, but no later than thirty (30) calendar days after the date the grieving party knew or should have known of the events giving rise to the grievance. The grievance shall be submitted to Human Resources, in writing, and to the extent possible, shall contain a detailed description of the facts giving rise to the grievance, the date on which the event occurred, the provisions of the Agreement alleged to be violated, and the specific remedy requested. Human Resources will respond within ten (10) calendar days of receipt 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, then within ten (10) calendar days of the response or the date the response was due, the grievant will submit a written appeal to the formal step in accordance with Section 604 below.

Section 604. Formal Step: Grievances involving discharge must be filed with the Human Resources Department at the formal step within ten (10) calendar days after the date of discharge. Within ten (10) calendar days after receipt of the discharge grievance, or within ten (10) calendar days of the appeal of any the grievance to the formal step, representatives of UNOCH and RCHSD shall meet and attempt to settle it. RCHSD's representative shall be the appropriate level of management above the grieving party's immediate supervisor. RCHSD shall respond in writing to the grievance within fifteen (15) calendar days of the formal step meeting. If no response is provided within fifteen (15) calendar days of the formal step meeting, the grievance shall be deemed to have been denied.

If RCHSD grants the remedy requested in a 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.

Section 605. Mediation (OPTIONAL): If the grievance is not satisfactorily settled at the formal step UNOCH may, within ten (10) calendar days of the receipt of the written formal step response 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 RCHSD 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 formal step 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 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 sub-Regional panel list of seven (7) arbitrators who are members of the National Academy of Arbitrators with a preference for arbitrators who are also experienced in issues involving the health care industry. Within fifteen (15) calendar days of 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. In cases involving termination, suspension without pay, demotion or disciplinary transfer, the first issue before the Arbitrator shall be whether there was just cause for the discipline imposed. In the event the Arbitrator determines that the discipline was issued without just cause, the Arbitrator will retain jurisdiction and allow the parties 30 days to attempt to agree on a remedy. The 30 day period to agree on a remedy may be extended by mutual agreement of the parties. In the event the parties are unable to agree on a remedy within the time allotted, the Arbitrator shall issue an appropriate remedy. The Arbitrator shall have no authority to award damages other than back pay and benefits (make whole remedy) required by the Agreement, as reduced by all interim earnings and benefits received by the grievant. The grievant shall have an affirmative duty to mitigate lost earnings and make diligent efforts to seek alternative comparable employment. Any decision within the jurisdiction of the Arbitrator shall be final and binding on all concerned. The expenses and salary incident of services of the Arbitrator shall be shared equally by RCHSD and UNOCH.

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

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

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

ARTICLE VII **SENIORITY**

Section 701. Definition: Seniority is defined as the length of time an employee has been continuously employed as an RN by RCHSD; provided that, a person who becomes an employee of RCHSD through an affiliation with another facility for an existing unit shall be credited with seniority measured from the beginning of his or her employment in the affiliated unit. Seniority shall be maintained during an authorized leave of absence without pay of up to two (2) years, or for the period of maternity leave or family leave, provided the employee returns to work immediately following the expiration of such leave of absence. The department seniority list will be posted in each department and updated at least once annually. 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. For per diem employees, seniority shall be relevant only for purposes of Lay-Offs under Section 703, Lateral Transfers under Section 704, and Holidays under Section 705.

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

- Voluntary termination;
- Discharge;
- Failure to return to work immediately following the expiration of an authorized leave of absence of less than two (2) years;
- Failure to return to work within two (2) years of the commencement of a leave of absence without pay.

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

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

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

Section 705. Vacation, Shifts, Scheduling and Holidays: Choice of vacation, shifts, scheduling and holidays worked shall be determined in accordance with past practice within the Individual Unit, subject to staffing as required to ensure appropriate staff mix in terms of skill. Every employee shall be guaranteed at least one major winter holiday and one summer holiday off per year. For purposes of this Section, a major winter holiday shall be defined as one of the following three time periods: (1) Thanksgiving Day; (2) Christmas Eve through and including Christmas Day; and (3) New Year's Eve through and including New Year's Day. For purposes of this Section, summer holidays shall be defined

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

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

ARTICLE VIII **FLOATING**

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

Section 802. RCHSD Float Pools: RCHSD shall maintain, as appropriate for business needs, a float nurse department consisting of Critical Care and Acute Care float pools. The float department will consist of CNI, CNII and CNIII positions. Each position will be assigned to one of the float pools. Nurses in a float pool assignment will receive the float pool differential of \$2.50 per hour for all hours worked. Nurses hired into the float positions will be expected to maintain competencies within their respective pools. Current Float Pool RNs will remain on the N11 grid and not be eligible for the differential. Current Float Pool RNs will have the opportunity to seek promotion to CNIII beginning in January 2025, and upon promotion will be placed on the N09 step closest to, but not less than, their step on the N11 grid and will become eligible for the hourly differential at that time.

Section 803. Competencies: Each nursing unit will create a float competency requirement that will be met by those nurses who float into the unit. Each inpatient staff nurse will complete an annual core competency assessment for their home unit(s), and float competencies for areas in which they will be floating. Float pool staff will complete annual float competency assessments for all areas to which they will be floating. These will be maintained in the Learning Management System and/or the employee's department file.

Charge nurses will use unit based float lists to assign float shifts. Nurses floating to all areas will be given age-appropriate assignments. If a float assignment is not within a staff member's realm of competency, it is the responsibility of the nurse who floats to notify the charge nurse immediately. If the issue with the assignment is not resolved at the charge nurse level, the issue will be escalated to leadership for resolution.

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

The Critical Care Float Areas are as follows:

- Main NICU
- Palomar NICU
- Encinitas NICU
- Scripps's La Jolla NICU
- PICU
- CTICU
- Scripps Mercy San Diego
- Emergency Department (Voluntary and Competency Specific)

The Acute Care Float Areas are as follows:

- Grossmont Pediatrics
- Medical Behavioral Unit
- Medical Main
- Surgical Unit
- Hem/Onc (Inpatient)
- Hem/Onc Clinic (option for Hem/Onc day staff only)
- Hem/Onc Proton (Voluntary and Competency Specific option for Hem/Onc day staff only)

All nurses whose home Area is a satellite NICU will choose main NICU and one other Critical Care Area for floating. All nurses whose home Area is a pediatric medical satellite unit will choose Main medical unit and one other Acute Care Area for floating. All nurses whose home Area is CAPS or Psych ED will be expected to float between these two Areas. In times of low census, Helen Bernardy Center Skilled and Sub-Acute Nursing staff may float to Medical Main if competent.

Notwithstanding the foregoing paragraph, nurses will not be required to float to the Emergency Department (unless selected as a float Area), Surgical Services Child and Adolescent Psychiatric Services (CAPS), or Psychiatric Emergency Department (Psych ED). Likewise, Emergency Department, Surgical Services, CAPS and Psych ED staff will not be required to float to other areas.

Nurses with 20 or more years combined seniority as defined by Article VII of this Agreement will not be required to float outside of their home unit. Nurses with fifteen (15) or more years combined seniority as defined by Article VII of this Agreement will not be required to float outside of their home unit provided that adequate staff is available to meet patient care needs.

Selection of floating Areas will occur with annual evaluations and will be implemented no later than October 1. If an insufficient number of nurses choose a specific Area, nurses will be assigned to that Area based on skill mix needs and seniority. Management reserves the right to determine the number of nurses selecting each float Area. Newly-acquired facilities/units will be added to the above-listed float Areas unless otherwise agreed by the parties.

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

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

Satellite NICU

In the event that a satellite NICU that requires ALS support is closed due to no patient census, and in order to be able to admit:

- A core unit RN and ALS/Charge nurse will remain in house.
- A third nurse will be given the option to work at another site if available or be placed on call.

- If the third nurse chooses to work at another site, the NICU satellite will send a page to attempt to assign the call shift vacated. If the third nurse is needed to work back at the original satellite NICU, a plan will be in place to return them as soon as possible.

Staff distribution will occur in the following order:

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

CRRT or ECMO shifts worked outside of a nurse's home unit will be counted as a float shift for purposes of internal department float tracking but shall not be considered a float shift eligible for the float premium/differential set forth in Article XI.

Overflow shifts that cannot be handled using the floating procedure will be assigned and credited as a float shift for purposes of internal department float tracking. Nurses will receive credit for voluntary floating out of turn.

Section 805. Staffing Committee: In order to ensure that RNs with the critical skills necessary to provide safe patient care are available to augment staffing throughout the Hospital, the parties shall maintain a staffing committee comprised of representatives selected by UNOCH and RCHSD. The staffing committee will meet quarterly.

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

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

ARTICLE IX **ECONOMIC ACTION**

Section 901. Economic Action: During the term of this Agreement, neither UNOCH, its representatives or agents, RCHSD, nor any Bargaining Unit employee, shall either jointly or severally authorize, permit, cause, engage in, sanction, or assist in any work stoppage, boycott, strike, lockout or any other interference with the work or the Hospital's operations,

or other form of economic action, nor shall any Bargaining Unit employee engage in, sanction, assist, or otherwise observe a picket line, legal or illegal, established on or around the premises of RCHSD, nor otherwise engage in a sympathy strike. Any Bargaining Unit employee who violates this Section shall be subject to discipline, including but not limited to termination, pursuant to Article V of this Agreement.

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

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

ARTICLE X

MANAGEMENT RIGHTS

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

possible consequences of management decisions that may affect Bargaining Unit employees.

ARTICLE XI **WAGES**

Section 1101. Wage Scales:

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

a. Experienced-Based Wage Grids.

Experience-based wage grids applicable to bargaining unit classifications are set forth in the attached schedules. The parties will work cooperatively and in good faith to complete the wage grids within ninety (90) days following ratification of this Agreement.

Notice of a newly hired or promoted nurse's grid placement shall be provided in writing, using a form to be approved within ninety (90) days following ratification of this Agreement by the Labor Management Committee. Nurses may challenge whether their grid placement was properly determined under this Section in a grievance submitted no later than thirty (30) days after receiving their first paycheck for work in the new position.

Salary Rates and Step Advances.

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

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

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

Promotion from CN II to CN III will occur in January and July. All promotion plan elements must be completed by December 31 or June 1, respectively. To be considered and compensated as a CN III, a nurse must have applied for and qualified for and must continue to meet all criteria for CN III. A nurse who fails to maintain qualifications at the time of his/her

yearly evaluation will be returned to CN II and placed on the CN II grid at the step applicable to his or her years of registered nurse experience.

The procedure for determining grid placement to the N09 grid for clinical or non-clinical ladder nurses will be as follows:

1. Determine the step on the applicable wage grid that the RN would be on based on the total years of RN experience;
2. Increase the hourly rate by 4%;
3. Place on the step on the N09 wage grid that is closest to but not less than the amount calculated above.

A RN on the N09 or N10 grid who transfers to another unit shall be placed on the CNIII grid at their current step and shall demonstrate that they meet the requirements of a CNIII in the unit transferred into no later than the January or July immediately following their one year anniversary in the department.

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

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

b. Annual Salary Adjustments.

1. July 2024

RCHSD will implement, effective as of the pay period in which ratification of this agreement occurs, an increase of 9.0% for all steps, resulting in the wage grids set forth in the attached schedules.

At the same time eligible bargaining unit employees will receive an increase of 9.0% to their base hour wage rates, except that in no event shall an employee's base hourly wage rate on the wage grid exceed the maximum rate for their step.

2. July 2025

RCHSD will implement, effective the first full pay period in July 2025, an increase of 4.0% for all steps, resulting in the second year wage grids set forth in the attached schedules.

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

rate for their step.

3. July 2026

RCHSD will implement, effective the first full pay period in July 2026, an increase of 4.0% for all steps, resulting in the second year wage grids set forth in the attached schedules.

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

c. Additional Market Based Grid Adjustments Upon Ratification

1. Nurses on the N01 grid will receive, in addition to the across the board increase described in subsection b.1 above, the following adjustment, resulting in the following total rate increase effective during the pay period in which ratification occurs.

+6% adjustment = 15% total

2. Clinical Nurse II (CNII) and CNII-Relief nurses on steps 1-7 will receive, in addition to the across the board increase described in subsection b.1 above, the following adjustments, resulting in the following total rate increases effective during the pay period in which ratification occurs:

Step 1: +7% adjustment = 16% total

Step 2: +6% adjustment = 15% total

Step 3: +5% adjustment = 14% total

Step 4: +4% adjustment = 13% total

Step 5: +3% adjustment = 12% total

Step 6: +2% adjustment = 11% total

Step 7: +1% adjustment = 10% total

3. Telephone Triage Nurses and Clinical Nurse (Bernardy) will receive, in addition to the across the board increase described in subsection b.1 above, adjustments of 2% resulting in total increases of 11% effective the pay period in which ratification occurs.

d. Effective Date of Step Advances.

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

e. Eligibility for Increases

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

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

g. Grid Placements

The following grid placement will be made effective, or continued as of the pay period in which ratification occurs: the RN Service Coordinator (OR) will be placed on the N09 grid.

h. On the first full pay period in January 2025, one additional step will be added to each wage grid, except N04 and N07.

Section 1102. Acute Care Clinical Advancement Program: The current Acute Care Clinical Advancement Program is a three (3) level system as follows:

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

Promotion to Clinical Nurse III is possible annually

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

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

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

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

Section 1102(A). Ambulatory Care Clinical Advancement Program: The current Ambulatory Clinical Care Advancement Program is a two (2) level system as follows:

RN Care Coordinator: RN Care Coordinator who demonstrates and maintains all competencies for core area

Advanced RN Care Coordinator: Expert with three (3) or more years of RN Care Coordinator experience who demonstrates and maintains all core competencies of a RN Care Coordinator and is a participant in additional clinical and professional activities as described in the Advanced RN Care Coordinator position description and in clinic goals.

Promotion to Advanced RN Care Coordinator is possible annually commencing in June 2025. The nurse seeking promotion is responsible to discuss and outline plans for promotion with clinic leadership at least six (6) months prior to the anticipated time of promotion.

Clinical Activities that support the nurse qualifying for the Advanced RN Care Coordinator will be decided on by a joint management and staff group in

each qualifying care area. Qualifying activities must be consistent with clinical expertise required in the job description, meet the business needs of the unit, and demonstrate consistent performance throughout the year.

A copy of the Advanced RN Care Coordinator Committee membership and criteria will be made available to UNOCH and in each department and uploaded to the Intranet.

Each area will present their Advanced RN Care Coordinator Criteria to the Labor Management Committee for initial review/approval and thereafter will be reviewed by each area's Advanced RN Care Coordinator Committee annually.

Advanced RN Care Coordinators shall be placed on the N09 Clinical Nurse III wage grid utilizing a 2% increase prior to placement.

a. Newly Graduated RN Resident Training Program:

In the event that RCHSD decides to support and operate a newly graduated RN resident training program ("Program"), RCHSD reserves all management rights and discretion to choose to staff or otherwise fill the Program with newly hired RCHSD employees or contract staff. Program participants shall be paid according to the CN I wage scale.

Section 1103. Overtime: Employees shall be compensated for work performed in excess of their regularly scheduled shift per 24-hour workday beginning at 07:00 a.m. (if such regularly scheduled shift is eight (8) or more hours) or in excess of forty (40) hours per work week at the rate of one and one-half (1.5) times the employee's regular hourly rate or pay, except that all work performed in excess of twelve (12) hours in a workday, regardless of an employee's regularly scheduled shift, shall be compensated at the rate of two (2) times the employee's regular hourly rate of pay. When RCHSD offers continuation of shift premium (COS 1.5 and COS 2.0), hours worked spent in Regular, Meeting/Training, Orientation and Call Back will be considered as qualifying hours toward COS premiums. The daily overtime requirement of this section shall not apply to a nurse attending a meeting (excluding mandatory meetings offered only once) prior to or following their scheduled night shift. Except for rest periods, only hours actually worked shall be considered for purposes of computing overtime. There shall be no pyramiding, duplication or compounding of overtime payments for the same hours worked. Employees shall not be required to work overtime except in the event of a local or national disaster or if interruption of patient care already in process (e.g. surgery) would jeopardize patient safety.

Section 1104. Standby Pay: Employees who are on standby (i.e., must be accessible to return to work upon request) shall be paid for each hour on such status at the rate of \$14.00

per hour. Nurses assigned controlled standby will be paid the greater of \$21 per hour or the California health care minimum wage rate for all hours in that status. Effective the pay period in which ratification occurs, Clinical Nurse II or III, Service Coordinator RN (OR) who are working in the OR or PACU, Advanced Imaging RN and Cardiac Cath Lab Nurse will be paid standby at the greater of \$21 per hour or the California health care minimum wage rate. Hours on uncontrolled standby shall not be considered hours worked for any purposes. Management reserves the right to restrict the number of standby hours an employee is assigned. Employees may not trade standby hours without management approval. Per diem nurses will not be required to take standby shifts, but may volunteer for such shifts.

RCHSD shall maintain a space for employees to rest while assigned standby, with the goal of designating rest space for employees as part of the campus master plan.

Section 1105. Call-Back Pay: Call back shall be paid when an employee who is on standby is called back to work. All call-back and incremental 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 base hourly rate of pay for all call-back hours worked during the evening shift and/or night shift as defined in Section 1106 below. Employees who are called in to work shall be guaranteed a minimum of either two hours of work or pay as if two hours had been worked.

Section 1106. Shift Differential: An evening shift differential of \$3.30 per hour will be paid for the entire shift where four or more hours are worked after 5:00 p.m. and before 12:00 midnight. A night shift differential of \$5.00 per hour will be paid for the entire shift where four or more hours are worked after 12:00 midnight and before 7:00 a.m. For purposes of determining differential eligibility under this Section, meal and rest periods shall be included when counting the four hours.

Overtime hours may be eligible for the applicable evening or night shift differential if at least four or more overtime hours are worked between the 5:00 p.m. and midnight or midnight to 7:00 a.m. time periods. In this case, the qualifying differential will apply only to the overtime hours and not to the preceding or following shift. Shift differential is not paid for non-worked hours which may be paid, such as holiday or paid leave.

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

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

December 24 to 11:59 p.m. December 25.

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

Section 1108. Float Premiums: Nurses who float outside their designated area(s) will receive a differential of \$3.50 per hour for all hours worked outside their designated area(s). Nurses who float on a holiday in any area (whether their designated area or not) will receive a differential of \$2.50 per hour for all hours worked. RNs hired specifically into float positions have a separate line in the wage grids and each step in that line item shall be \$2.50 greater than the comparable rate for the CN II.

Nurses assigned to the psychiatric emergency and CAPS units are available to work in either area depending on staffing needs.

Section 1109. Charge Nurse Differential: When RCHSD determines there is a need to assign a Charge Nurse for a shift in the acute care hospital, Polinsky Clinic, Helen Bernardy Center or home health administration, the nurse shall be paid a charge nurse differential of \$3.00 per hour for each hour worked in such capacity during the shift.

Section 1110. ALS Differential: For Neonatal ICU ALS assigned nurse a differential of \$3.00 per hour will be paid. A Neonatal ICU ALS qualified nurse who responds to an emergency also will receive a differential of \$3.00 per hour. The ALS differential will not apply to nurses working on the CHET (Children's Hospital Emergency Transport) Team even when working Neonatal ICU ALS.

Section 1111. Per Diem Compensation: All per diem nurses will be paid on the same salary range as core nursing staff. RCHSD reserves the right to determine, in its sole discretion, the number of employees in house or unit based per diem categories at any time. Per diem base rate will be as per individual placement on the wage grid. Per diem nurses working Minimum Availability will be paid a differential of \$3.00/hour for all hours worked in a pay period. This will apply only to hours worked providing direct patient care (excludes meetings and educational hours). Per diem nurses who are confirmed on a unit schedule when it is posted and agree not to withdraw their availability will be paid a differential of \$4.00/hour for all hours worked during the scheduled shift. Per diem nurses providing availability for four or more shifts including one weekend shift per two (2) week pay period will receive a per diem differential of \$5.00/hour for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours).

Per diem nurses in the Enhanced Availability will receive a per diem differential of \$8.00/hour for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours.) Core staff who are full time or part time and hold a secondary per diem position are not eligible for the per diem differential. There will be no pyramiding of differentials under any of the provisions of this Article.

Section 1112. Weekend Differential: A weekend differential will be paid at the rate of \$3.00 per hour for all hours worked on any shift that commences on or after 6:30 p.m. on Friday and before 11:59 p.m. on Sunday.

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

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

Payment of such bonus shall occur on the payday for the first full payroll period following the employee's anniversary date. To be eligible, an employee must have worked at least 840 hours in the twelve (12) month period immediately preceding the employee's anniversary date and must remain actively employed at RCHSD as of the date of payment. There shall be no proration of bonuses for employees who terminate prior to the date of the payment. If the employee elects to retire, the requirement that the employee reach his or her anniversary date in order to be eligible to receive the Long-Term Service Bonus shall be waived, and the employee shall be paid the bonus upon retirement at any point during their anniversary year. The bonus shall be subject to applicable payroll deductions. Eligible employees will receive a form to be used for electing a bonus distribution option. The payment of a long-term service bonus shall not affect the employee's base hourly wage rate.

Section 1114. ECMO Differential: ECMO certified staff will be paid \$3.00 per hour for all hours spent providing care for patients on ECMO.

Section 1115. CRRT Differential: CRRT certified staff will be paid \$3.00 per hour for all hours spent providing care for patients on CRRT.

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

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

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

1. Contract staff working extra shifts above those they were contracted to work
2. House or unit-based per diem nurses working overtime or premium pay

3. Core staff working extra shifts above their FTE resulting in overtime or premium pay
4. Volunteers to be cancelled
5. Core staff working above their FTE
6. Contract staff as permitted by their contract
7. Contract staff who exceed the contract cancellation requirement
8. House or unit-based per diems who are available on schedule.
9. Core Staff

Cancellation within the affected category shall be by seniority, rotation on the basis of hours cancelled, and skill set.

The following cancellation guidelines apply:

1. Mandatory/involuntary cancellations and NICU satellite volunteer cancellations will be tracked by hours cancelled on a standardized spreadsheet utilized by all units.
2. Mandatory/involuntary on-call hours will be tracked and counted as hours cancelled unless the employee is called in to work for greater than 4 hours.
3. All new staff, upon completion of the orientation period, will be allocated hours that equal one hour less than the employee with the fewest hours on the spreadsheet. This minimizes extended period of mandatory /involuntary cancellations for those employees with little to no seniority.
4. Hours of mandatory/involuntary cancellation are tracked by employees for their home units only and not across the organization.
5. Hours of cancellation are not combined with or in conjunction with total hours worked and stand alone for tracking.
6. All mandatory/involuntary cancellation hours will be reset for all RNs every year at the start of the fiscal year (July 1st).

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

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

Section 1119. Preceptor Differential: Any nurse, or a CNIII with more than 39 preceptor shifts in the fiscal year, will be paid \$2.25 per hour for all hours spent precepting a RN or a RT to a specialty role.

Section 1120. All Team Page: All employees in existing and newly created “all team page” programs will be paid \$250 in addition to applicable premium pay or pay at the rate of one and one-half (1.5) times the employee’s regular hourly rate for all hours worked in response to an “all team page,” provided that the employees respond to the “all team page.” In no event will this language constitute an obligation on RCHSD to create additional programs nor shall it apply to calls, emails, pages, or text messages requesting staff to work extra shifts or overtime for general staffing needs.

Section 1121. Resource Differential: A nurse assigned as a Resource for a shift will be paid \$2.00 per hour for all hours worked during the shift.

Section 1122. HEMOC Clinic Lead Differential: A nurse assigned as HEMOC Clinic Lead for a shift will be paid \$2.00 per hour for all hours worked during the shift.

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 employees of the RN Bargaining Unit, RCHSD agrees to provide those same superior benefits to the RN Bargaining Unit.

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

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

Section 1303. Employee Contributions: Except as hereinafter provided, eligible employees shall continue to contribute to the cost of their medical coverage. Effective in January 2025, the current benefit premium tiers of Full-Time, Part-Time 1 and Part-Time 2 will be eliminated. Full-Time and Part-Time 1 will be merged into a new Tier 1, at the applicable Full-Time contribution level. Employees with biweekly standard hours of 56 or more will be in Tier 1. The Part-Time 2 contribution level will be referred to as Tier 2. Employees with biweekly standard hours between 36-55.9 will be in Tier 2.

If, during the term of this Agreement, eligible employees of RCHSD who are not subject to a collective bargaining agreement receive a change in the contribution rates for the same elected coverage, RCHSD may implement such change for bargaining unit employees. Contribution rates for bargaining unit employees pursuant to this Section may only be increased in response to carrier premium rate increases and in no event may an employee's proportionate share of the total premium for his or her elected coverage exceed the proportionate share that existed prior to the increase in contribution rate. During this

Agreement, employees' cost of coverage to participate in currently available medical plan options will not increase more than 10% annually. RCHSD shall give UNOCH thirty (30) calendar days' prior written notice before implementing such change. If, during the term of this Agreement, RCHSD negotiates a reduction in contribution rates for employees covered under a different collective bargaining agreement, RCHSD agrees that those same reduced contribution rates will apply to the RN Bargaining Unit.

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

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

Section 1306. Flexible Spending and Health Savings Accounts: RCHSD will continue to offer eligible bargaining unit employees the opportunity to participate in flexible spending and health savings accounts pursuant to legal and plan requirements.

ARTICLE XIV

PROFESSIONAL LIABILITY INSURANCE

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

ARTICLE XV

PAID LEAVE

Section 1501. Eligibility and Accrual: Paid leave benefits are provided for the purpose of compensating employees during vacations and holidays, 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 LENGTH OF SERVICE	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 years or more	.12696	264 hrs	360 hrs
* per pay period			

On an observed holiday, employees may, with supervisory approval: (i) take the day off; (ii) work hours or shifts during the workweek in lieu of their regularly scheduled hours or work days; (iii) perform available work in their department (such as administrative work) at their regular rate of pay; or (iv) accept work opportunities for which they are qualified in another department. Employees will submit their requests prior to posting of the schedule that includes the holiday. Employees taking a holiday off may do so with pay, by utilizing accrued paid leave in accordance with RCHSD policy, or on an unpaid basis. Employees on standby on a RCHSD observed holiday will not be required to utilize paid leave for those hours they spend on standby.

Employees whose department is closed on a holiday that is not observed by RCHSD, may utilize accrued paid leave, or take the time off on an unpaid basis, or perform available work (such as administrative work) that is identified and approved by their department leadership at their regular, straight time rate.

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

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

Section 1504. Conversion to Paid Leave Benefit: Should either party wish to propose a paid time off benefit in lieu of paid leave under this Article XV and sick leave under Article XVI, it may do so by written notice to the other party between April 1 and April 15 of each year of this Agreement. Upon such notification the parties shall meet to discuss a paid time

off benefit. If the parties are unable to reach agreement as a result of these discussions by May 15 of the year in which notification is given, the discussions shall be terminated and the terms of Article XV and Article XVI shall remain unchanged.

ARTICLE XVI **SICK LEAVE**

Section 1601. Eligibility and Accrual: All benefits eligible Bargaining Unit employees who are regularly scheduled to work at least 36 hours per 14-day pay period shall be eligible to accrue sick leave on regular hours paid up to 80 hours per pay period at the rate of .03462 per regular hour paid. Regular hours include regular day, evening or night work; paid leave and bereavement hours paid; and regular hours paid for work on holidays. The maximum balance of accrued sick leave shall be 500 hours; no sick leave may be accrued by an employee who has a balance of 500 hours of accrued and unused sick leave. Non-benefits eligible employees will participate in sick leave in a manner consistent with federal, state and local law.

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

Section 1603. Coordination of Sick Leave With State Disability Insurance: If an employee's illness or disability for which sick leave is utilized continues for at least seven (7) consecutive (calendar) days or if hospitalization is necessary, the employee must apply for State Disability Insurance (SDI). Sick leave may be used to supplement the benefit received from SDI. When SDI benefits are exhausted, any remaining sick leave may 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 may be used for the initial three (3) day waiting period following the injury/illness. Following the first three (3) days absence, sick leave may be coordinated with workers' compensation temporary disability payments received by the employee. When sick leave benefits are depleted, paid leave may 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. A fifth day (or fourth day if not traveling out of state) may be taken unpaid or the employee may request use of their accrued paid leave and/or sick leave. For purposes of this Article XVII, “immediate family” includes the employee’s mother, father, step-parent, brother, sister, spouse, eligible domestic partner, children (natural, adopted or stepchildren), grandparents, grandchildren, mother-in-law or father-in-law. Employees may request unpaid leave or request to use their accrued paid leave or sick leave as appropriate, when additional time is desired. An employee on approved paid or unpaid leave shall not receive discipline due to the time off in accordance with RCHSD policy.

ARTICLE XVIII **RETIREMENT**

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

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

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

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

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

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

Section 1805. 403b Plan Contributions for New Hires: All employees who begin employment on or after July 1, 2014, and who are eligible to participate in the 403b Plan shall receive a dollar-for-dollar match from RCHSD for all amounts contributed to the Plan by the employee, up to a maximum of 3% of employee's total annual earnings. RCHSD shall also contribute to such employee's account a total of 1% of such employee's annual earnings (no employee contribution required) provided the employee was working in a bargaining unit position on the last day of the plan year. If, during this Agreement, eligible employees of RCHSD who are not subject to a collective bargaining agreement receive an amount greater than 1% of such employee's annual earnings, RCHSD will implement the greater amount for bargaining unit employees. The employer match will vest at three years per the terms of the plan.

Section 1806. Retirement Bonus: Employees who are age 65 and over and retire with a minimum of twenty-five (25) years of service, shall receive a retirement bonus of nine thousand dollars (\$9,000). Such bonus will be in lieu of any other such monetary recognition available under the retirement and other recognitions policy.

Section 1807. Early Retiree Medical Benefit Option: Employees who are at least age sixty-two (62) and under sixty-five (65), and retire with a minimum of twenty-five (25) years of service, shall be eligible to elect either: (1) to receive a retirement bonus of twelve thousand dollars (\$12,000); or (2) if a full time employee, actively enrolled in one of RCHSD's medical plans, continue participating in RCHSD's medical coverage until they become Medicare eligible with cost sharing as described in this Section. RCHSD will contribute an amount equal to 20% of the employee-only portion of the medical plan premium through age 65 on behalf of qualified employees electing this option.

ARTICLE XIX **EDUCATION**

Section 1901. Tuition Assistance Program: All Bargaining Unit employees covered by this Agreement who are regularly scheduled to work at least 36 hours per 14-day pay period and who have at least 12 months of continuous employment at a satisfactory level of performance are eligible to apply for benefits under RCHSD's Tuition Assistance Program (TAP). The TAP reimburses eligible employees for job-related class fees which are approved in advance and completed at an accredited institution with a grade of C or better. The class must result in the development of additional skills and/or knowledge relevant to the employee's current position. Approved tuition expenses will be reimbursed up to \$2,000 per fiscal year. The TAP does not reimburse costs associated with conferences and seminars, and reimbursement will not be made to any employee who terminates employment prior to completing the class. Any eligible employee who wishes to receive TAP benefits must submit an application to his/her department manager, who will either approve or deny the application. The department manager shall approve said application unless good cause exists to disapprove.

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

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

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

Section 1905. Education Hours Bank: All nurses who have been employed as a RN by RCHSD for a minimum of one year, shall have access to an Educational Paid Leave Bank of sixteen (16) hours per fiscal year to be used in conjunction with a leadership approved Education Plan to attend non-mandatory nursing related classes and seminars which have been approved by the California Board of Registered Nurses for continuing education, or on a volunteer medical mission. The parties acknowledge that participating in a volunteer medical mission is outside the scope of employment with RCHSD and that RNs who may choose to participate assume full responsibility for all aspects of their service, to include obtaining any necessary insurance coverage. Approval will be subject to a maximum amount of paid time funds available up to \$975,000, \$325,000 per fiscal year during the term of this Agreement. The sixteen (16) hours of Educational Paid leave must be used within the fiscal year as no hours are rolled over into the next fiscal year. Unused cap funds remaining on April 15th of each fiscal year, shall be offered to all bargaining unit employees on a first-come, first-served basis. Employees may use up to an additional sixteen (16) hours of Educational Paid Leave from the unused cap funds April 15th– June 15th. No Education Paid Leave hours will count toward hours worked for computation of overtime.

ARTICLE XX
SAVINGS CLAUSE

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

ARTICLE XXI
PAGERS

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

ARTICLE XXII
UNIFORMS

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

Appropriately fitting radiology protective equipment that is required for work will be made available for staff. Pregnancy lead shall be available to each radiology RN upon request.

ARTICLE XXIII **CHARGE NURSES**

Section 2301. Charge Nurse:

1. This Article addresses the temporary assignment of charge duties to staff RNs.
2. “Charge Nurse” is a working title that describes work assigned to bargaining unit nurses in addition to their staff nurse responsibilities. Charge nurses coordinate the workflow and serve as lead resource nurses to resolve problems, provide direction for personnel, and prioritize and facilitate workflow to ensure timely provision of care. Charge nurses shall not be assigned direct patient care assignments if the charge nurse’s coverage of staff meal or rest period(s) results in the violation of a legally mandated staffing ratio.
3. The Hospital may temporarily assign charge responsibilities to nurses in addition to the staff nurse duties normally assigned to their classification; and upon such assignment, the Hospital will pay the charge nurse differential.
4. The Hospital’s determination of the necessity to temporarily assign, or not assign, charge nurse responsibilities is not subject to the grievance and arbitration provisions of this contract.
5. Charge nurses in the bargaining unit that are temporarily assigned to charge are not assigned the authority to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other nurses, or responsibility to adjust their grievances or effectively recommend such action, as those are non-bargaining unit supervisory responsibilities. While the staff nurse in the charge nurse role is not assigned the authority to hire or discipline employees, the Nurse in the charge position is required to fulfill the position description/ position addendum of the charge nurse including:
 1. Facilitates timely reporting of any safety issues for patients, visitors or staff. This may involve contact with Safety, Quality Management, Risk Management, Security or Occupational Health and Safety, Human Resources, and/or Department Leadership.
 2. Maintain the standards of the hospital and implements the policies and procedures described in the hospital manuals.
 3. Provides feedback to unit leadership regarding staffing issues, performances, or any safety/quality issues in a timely manner.

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

Leadership is defined as RN’s in management positions.

When a scheduled charge nurse is displaced by leadership, they will continue to receive the charge differential for the remainder of the shift.

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

ARTICLE XXIV **MISCELLANEOUS**

Section 2401. Use of Employer Facility Conference Rooms: The Employer shall provide reasonable access to approved meeting facilities 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 the parties' respective representatives. The Employer reserves the right to cancel previously scheduled use of a conference room by the Union when unforeseen circumstances require it, such as the Employer's need for use of such room for patient care related purposes or staff conferences. In such circumstances the Employer will attempt to provide a comparable alternative at the Employer's facility.

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

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

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

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

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

With respect to program affiliation agreements for facilities inside of San Diego County, Orange County, and Riverside County, all terms and conditions of this Agreement, which are not in conflict or inconsistent with the affiliation agreement, shall apply to newly hired employees of the affiliated program in classifications covered by this Agreement. The

wages, paid leaves, seniority pursuant to Section 701, and retirement benefits of such newly hired employees shall not be less than provided by this Agreement. As to all other terms and conditions, RCHSD may maintain working conditions of newly hired employees or otherwise comply with the requirements of a program affiliation agreement that affect program employees; provided that, no affiliation agreement will impair the right of UNOCH to negotiate for a successor agreement covering these employees.

Section 2406. Use of Travelers: RCHSD is committed to utilizing bargaining unit nurses to perform nursing functions whenever possible. The parties acknowledge that the use of travelers is at times necessary to meet patient care needs. Accordingly, the parties agree as follows:

1. The Hospital is committed to staff its facility by recruiting and hiring bargaining unit nurses for vacant positions. Traveler nurses will be utilized only when the Hospital is unable to meet patient care needs by providing adequate qualified staff through its own resources.
2. Traveler nurses shall not displace a bargaining unit nurse. Traveler nurse positions will not be used to reduce or prevent the addition of bargaining unit positions, alter any schedules or assignments, or reduce the scheduled work hours of bargaining unit RNs.
3. The Hospital shall make its best effort to contract with traveler nurses on the basis of prior pediatric experience and competency in more than one department.
4. No traveler nurse shall be assigned to precept bargaining unit employees unless a CNII or CNIII is unavailable to do so.
5. RCHSD will consider accommodating a bargaining unit employee's scheduled shift change request by bumping a traveler nurse from a shift, subject to seniority, skill mix and operational needs, and resulting cancellation fees.

Section 2407. Nonworking Hours: RCHSD recognizes the importance of employees being relieved from work outside scheduled working and on call hours. Every effort is made to minimize interruptions of employees' personal time. Nevertheless work related matters may arise that are time sensitive, legally required, or related to an employee's professional responsibilities at any time. Whenever possible, RCHSD will provide reasonable notice and use means to contact the employee that reduce disruptions. When employees perform compensable work outside of scheduled working times, they will promptly report it on their time cards.

Section 2408. Time Cards: Pursuant to policy, employees will review and sign-off timecards to ensure they are timely and accurate. If a leader must add to or edit an employee's timecard without prior authorization by the employee, notice will be provided. During the first year of the Agreement, RCHSD will evaluate electronic communication capability within the time and attendance system that may enable automated messaging to

employees. Findings will be reviewed at the Labor Management Committee.

Section 2409. Schedules: Work schedules will be posted at least two weeks in advance for all bargaining unit employees, except in emergencies.

ARTICLE XXV **HEALTH & SAFETY**

Section 2501. RCHSD is committed to promoting the health and well-being of all employees. During this agreement, nurses will have access to all health and well-being resources the Hospital makes available to its employees. Currently this includes wellness events (Rady8 programs/resources, Rady-FIT, U-Matter, Schwartz Rounds, Wellbeing Wednesday) and classes, use of exercise facilities, employee assistance program services (financial, legal and counseling services) and personal and professional development offerings.

Section 2502. Consistent with its obligation to provide reasonable provisions for health, welfare and safety, RCHSD shall:

- (a) Maintain a process for providing reasonably prompt security escorts for staff to and from parking locations at the main campus;
- (b) Review at least every six months the safety conditions of its parking locations, including stairwells, with consideration for the presence of video cameras and monitoring, and will notify UNOCH of its findings.

Section 2503. 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. Staff will be notified of all Code Silvers via the Everbridge text message system.

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. RCHSD will review, document and approve an employee's request for patient reassignment when reasonable and when other staff are available to care for the patient.

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 including additional resources that promote RCHSD's safety response and deter workplace violence.

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. RCHSD shall review training requirements and job expectations for security officers with UNOCH annually.

Employees are required to complete annual mandatory education learning content related to safety and security. This training will include informing employees about engagement protocols when responding to violent and/or disruptive behavior. 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.

RCHSD shall ensure security personnel patrol all RCHSD parking garages or areas, including stairwells, regularly. RCHSD shall maintain cameras in the parking garages and continue to ensure monitoring of all high risk areas.

Section 2504. Pandemic Response: RCHSD and UNOCH shall meet and confer regarding the assignment of bargaining unit members to positions/assignments established in response to a pandemic as soon as practical after the positions/assignments are established and on a continuing basis during the pandemic to support the Hospital, employees and the community.

Section 2505. Rest Between Shifts: Safety is of paramount importance to RCHSD. The Hospital recognizes the importance of employees having time off between work periods to rest. Therefore, absent emergency or crisis, RCHSD will make reasonable efforts to establish schedules that provide at least eight hours of rest between shifts.

ARTICLE XXVI
FULL NEGOTIATIONS,
COMPLETE AGREEMENT AND WAIVER

Section 2601. 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 2602. Complete Agreement: Based upon Section 2501 of this Article, as well as the understandings and agreements expressly set forth in this Agreement, it is understood and agreed that this Agreement fully and completely sets forth all existing understandings and obligations between the parties, that it constitutes the entire agreement between the parties, and that it sets forth all of RCHSD's responsibilities, duties and obligations to UNOCH and Bargaining Unit employees for the duration of this Agreement, and that there are no understandings or agreements by the parties which are not expressly set forth in this Agreement.

Section 2603. 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 2604. Policy Changes: RCHSD will provide to UNOCH a copy of any changes to RCHSD's written personnel policies, in advance of the time that such policies will be published and/or distributed, if those changes affect the wages, hours and terms and conditions of employment for members of the RN Bargaining Unit represented by UNOCH. If requested, RCHSD will meet with UNOCH to discuss those policy changes prior to implementation, provided that a request for such meeting occurs within seven (7) calendar days following notification and further provided that such meeting occurs within ten (10) calendar days following the request. The parties also agree that this meeting not only will allow prior input from UNOCH but also will provide UNOCH an opportunity to more fully understand the policy changes and thereby be better able to discuss those changes with its members. In cases of emergency when RCHSD determines that a policy change must be adopted immediately without prior notice or meeting with UNOCH, RCHSD shall provide notice and opportunity to meet at the earliest possible time following adoption of the policy change. Changes to policy cannot conflict with the terms of this Agreement. This Section shall in no way affect the application, interpretation or enforceability of Section 1001 (Management Rights) of this Agreement, nor shall this Section be construed as imposing any bargaining obligation on the Employer.

ARTICLE XXVII

LABOR/MANAGEMENT COMMITTEE

Section 2701. 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 months or at any other intervals mutually agreeable to the parties.

ARTICLE XXVIII

JURY DUTY AND WITNESS SERVICE

Section 2801. 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 2802. Court Appearances: An employee who is required as part of the responsibilities of his or her job to appear as a witness in court, or who is subpoenaed on behalf of the Employer to appear in court, shall be compensated for such time at his or her regular straight-time hourly rate. Before receiving such compensation, an employee must show proof of such court attendance.

ARTICLE XXIX

DURATION

Section 2901. Term of Agreement: This Agreement shall remain in full force and effect from August 15, 2024 through June 15, 2027. Either party may terminate this Agreement and cause it to expire at any time subsequent to June 15, 2027 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 XXX
SIGNATURES

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

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

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

By: _____
Date:

By: _____
Date: