

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement on Terms for an Overall Contract  
Reached June 30, 2021

Rady Children's Hospital San Diego (RCHSD) and the United Nurses of Children's Hospital, Teamsters Local 1699 (UNOCH) (collectively, the Parties), agree as follows:

1. The parties have reached agreement on terms for a complete Agreement (the 2021 Agreement) to replace the 2017 Agreement <sup>as extended, and in</sup> that is expiring on June 30, 2021.

2. The parties agree that if necessary, the 2017 Agreement will continue in effect until a ratification vote is held among bargaining unit employees. The 2021 Agreement will be effective upon ratification. <sup>and will continue for three years until June 30, 2024.</sup>

3. The 2021 Agreement includes the Tentative Agreements reached on June 30, 2021, concerning Articles XI (Wages), XIII (Insurance Benefits), XV (Paid Leave), XVIII (Retirement), and XIX (Education). Copies of the Tentative Agreements are attached as Exhibit A.

4. The Tentative Agreement for Article I (Recognition) reached May 14, 2021, is revised as reflected in the attached Exhibit B. The 2021 Agreement includes the revised language for Article I in Exhibit B.

5. The 2021 Agreement also includes the Tentative Agreements reached concerning the following Articles and Sections, on the noted dates, which are attached as Exhibit C:

Article II (UNOCH Membership) Section 201 (UNOCH Security and Dues/Fees Options) (May 14, 2021)

Article II (UNOCH Membership) Section 208 (Nondiscrimination) (May 14, 2021)

Article III (UNOCH Representation) Section 301 (UNOCH Representation) (June 11, 2021)

Article V (Discipline) Sections 505 (Two Year Provision), 505(a) (Documented Verbal Warning) and 505(b) (Three Year Provision) (May 20, 2021)

Article V (Discipline) Section 506 (Performance Improvement Plans) (May 20, 2021)

Article V (Discipline) Section 507 (Drug and Alcohol Testing) (June 4, 2021)

Article V (Discipline) Section 508 (Cell Phones) (May 20, 2021)

Article VI (Grievance and Arbitration Procedure) Section 605 (Mediation) (May 14, 2021)

Article VI (Grievance and Arbitration Procedure) Section 606 (Arbitration) (May 21, 2021)

Article VII (Seniority) Section 701 (Definition) (June 4, 2021)

Article VIII (Floating) Section 804 (Floating Procedure) (June 4, 2021)

Article XII (Leaves of Absence) Section 1202 (Military and Military Exigency Leave) (May 14, 2021)

Article XVI (Sick Leave) Sections 1605 (Forfeiture of Sick Leave) and 1607 (Catastrophic Leave Bank) (May 14, 2021)

Article XXIV (Miscellaneous) Section 2401 (Use of Employer Facility Conference Rooms) (May 14, 2021)

Article XXIV (Miscellaneous) Section 2406 (Workplace Violence Prevention and Response) (May 14, 2021)

Article XXIV (Miscellaneous) Section 2407 (Pandemic Response) (May 14, 2021)

Article XXVI (Labor Management Committee) Section 2601 (Labor/Management Committee) (May 14, 2021)

6. The parties agree that unless superseded by a written Tentative Agreement of the parties, the 2021 Agreement once ratified will continue in pertinent part the current language in the 2017 Agreement.

7. The Union's Bargaining Committee endorses and recommends ratification of this Tentative Agreement on Terms for an Overall Contract

Dated June 30, 2021

  
for RCHSD

  
for UNOCH

# EXHIBIT A

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached June 30, 2021

**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. [TA]

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. [TA]

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

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

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

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

Promotion from CN II to CN III will occur in January and July. [TA] All promotion plan elements must be completed by December 31 or June 1, respectively. [TA] To

be considered and compensated as a CN III, a nurse must have applied for and qualified for and must continue to meet all criteria for CN III. A nurse who fails to maintain qualifications at the time of his/her yearly evaluation will be returned to CN II and placed on the CN II grid at the step applicable to his or her years of registered nurse acute care hospital experience.

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 CN II wage grid that the RN would be on based on the total years of acute care hospital experience;
2. Increase the hourly rate by 3%;
3. Place on the step on the N09 wage grid that is closest to but not less than the amount calculated above. [TA]

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

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

**b. Annual Salary Adjustments.**

1. July 20172021 [TA]

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

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

2. July 20182022 [TA]

RCHSD will implement, effective the first full pay period in July 20182022, an increase of 3.54.0% 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 3.54.0% 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 20192023 [TA]

RCHSD will implement, effective the first full pay period in July 20192023, an increase of 4.0% for all steps, resulting in the second year wage grids set forth in

the attached schedules.

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

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

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

**d. Eligibility for Increases**

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

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

f. Grid Placements [TA]

i. The Lactation Consultant position shall be placed on the N09 wage grid effective on the first full pay period following ratification of this Agreement and shall meet all criteria established for a Clinical Nurse III. [TA]

ii. ECMO PRIME position shall be placed on the N10 wage grid effective on the first full pay period following ratification of this Agreement. ECMO PRIME RNs are not eligible for the ECMO Differential regardless of their assignment. [TA]

iii. Upon ratification of this Agreement, the ENT Screener position is eliminated. [TA]

g. Grid Adjustments [TA]

i. On the first full pay period following ratification of this Agreement, the first two steps of the Clinical Nurse (Polinsky) grid will be eliminated, and the third step will become the new starting step on the grid for that position. [TA]

ii. On the first full pay period following ratification of this Agreement, the Charge Nurse (Bernardy) will be renamed Clinical Nurse (Bernardy) and the position will

utilize the same grid as the newly adjusted grid for the Clinical Nurse (Polinsky). [TA]

iii. On the first full pay period following ratification of this Agreement, the first two steps of the Outpatient Clinical Nurse grid will be eliminated, and the third step will become the new starting step on the grid for that position. As a result, the grid will contain 17 steps as shown in the attached grid. [TA]

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

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

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

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

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

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



III Committee every six months.

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

In the event that RCHSD decides to support and operate a newly graduated RN resident training program ("Program"), RCHSD reserves all management rights and discretion to choose to staff or otherwise fill the Program with newly hired RCHSD employees or contract staff. While enrolled and participating in the Program, the RCHSD employee participants will be paid twenty-~~sevensix~~ dollars and ~~fifty-sixteen~~ cents (\$~~27.16~~~~26.50~~) per hour [TA]. Upon successful completion of the Program, or when the graduates are counted in the staffing acuity/ratio number for the shift, the graduates shall be paid according to the CN I wage scale.

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

**Section 1104. Standby Pay:** Employees who are on ~~uncontrolled~~ standby (i.e., ~~unrestricted in their activities but~~ must be accessible to return to work upon request) shall be paid for each hour on such status at the rate of \$11.00 per hour effective the first full pay period following ratification of this Agreement; \$12.00 per hour effective July 1, 2022; and \$13.00 per hour effective July 1, 2023. [TA] ~~7.5000. Employees on controlled standby (i.e., must remain on Hospital premises) shall be paid for each hour on such status at the rate of \$11.00.~~ [TA] Hours on standby shall not be considered hours worked for any purposes. ~~When an employee who is assigned more than thirty two (32) hours of standby in a single pay period, and has been called back for a minimum of five hours, then all standby hours in excess of thirty two (32) hours shall be paid at the controlled standby rate for the job classification.~~ [TA] Management reserves the right to restrict the number of standby hours an employee is assigned. Employees may not trade standby hours without management approval. Per diem nurses will not be required to take standby shifts, but may volunteer for such shifts.

**Section 1105. Call-Back Pay:** All call-back ~~and incremental call-back~~ [TA] hours shall begin upon arrival at the work site and shall be paid at time and one-half the employee's base hourly rate of pay. The evening and/or night shift differential specified in Section 1105 below shall be added to the employee's regular hourly rate of pay for all call-back hours worked during the evening shift and/or night shift as defined in Section 1106 below. Employees who are called in to work shall be guaranteed a minimum of either two hours of work or pay as if two hours had been worked.



**Section 1106. Shift Differential:** An evening shift differential of \$3.00 per hour will be paid for the entire shift where four or more hours are worked after 5:00 p.m. and before 12:00 midnight. A night shift differential of \$4.70 per hour will be paid for the entire shift where four or more hours are worked after 12:00 midnight and before 7:00 a.m. For Bernardy Center RNs, the applicable evening and night shift differentials, respectively, will be \$2.~~7550~~ and \$4.~~2500~~ per hour [TA], subject to the conditions set forth above. Employees in in-patient nursing departments who work approved 12-hours shifts will receive night shift differential for all hours worked between 7:00 p.m. and 7:30 a.m. Overtime hours may be eligible for the applicable evening or night shift differential if at least four or more overtime hours are worked between the 5:00 p.m. and midnight or midnight to 7:00 a.m. time periods. In this case, the qualifying differential will apply only to the overtime hours and not to the preceding or following shift. Shift differential is not paid for non-worked hours which may be paid, such as holiday or paid leave.

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

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

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

**Section 1108. Float Premiums:** Nurses who float outside their designated ~~region~~area(s) will receive a differential of \$3.50 per hour for all hours worked outside their designated ~~region~~area(s). [TA] 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. [TA] 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. CAPS unit nurses assigned to the psychiatric emergency unit shall continue to receive the \$3.50 float premium through June 30, 2022. Following that date, no float differential will be offered within this common clinical area. Qualified nurses who volunteer to float outside the psychiatric area shall receive the float premium described in this Section. [TA]

**Section 1109. Charge Nurse Differential:** Nurses assigned in the acute care hospital and Polinsky Clinic to work as charge nurses for a shift shall be paid a charge nurse differential of

\$3.00 per hour for each hour worked in such capacity during the shift.

When assigned to work as a charge for a shift the Clinical Nurse (Bernardy) will be paid the charge nurse differential for each hour worked in that capacity during the shift. [TA]

**Section 1110. CHET and ALS Differential:** For Neonatal ICU ALS assigned nurse a differential of ~~\$3.00~~<sup>2.50</sup> per hour will be paid [TA]. A Neonatal ICU ALS qualified nurse who responds to an emergency also will receive a differential of \$3.00<sup>2.50</sup> per hour. [TA] The ALS differential will not apply to nurses working on the CHET (Children's Hospital Emergency Transport) Team even when working Neonatal ICU ALS. CHET nurses shall have a separate line item on the wage grid and each step in that line item shall be \$2.50 greater than the comparable rate for the CN III. [TA] CHET team RN's who are not currently working and respond to an "all team page" for transports will be paid \$250 in addition to call-back pay.

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

Per diem nurses in the Enhanced Availability will receive a per diem differential of \$8.00/hour for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours.) Grandfathered per diems working Availability Options B and C will continue to earn a differential of \$8.00 for actual hours worked in the pay period providing direct patient care (excludes meetings and educational hours) through July 1, 2018. [TA] There will be no pyramiding of differentials under any of the provisions of this Article. [TA]

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

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

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

Payment of such bonus shall occur on the payday for the first full payroll period following the employee's anniversary date. To be eligible, an employee must have worked at least 900 hours in the twelve (12) month period immediately preceding the employee's anniversary date and must remain actively employed at RCHSD as of the date of payment. There shall be no proration of bonuses for employees who terminate prior to the date of the payment. If the employee elects to retire, the requirement that the employee reach his or her anniversary date in order to be eligible to receive the Long-Term Service Bonus shall be waived, and the employee shall be paid the bonus upon retirement at any point during their anniversary year. Employees eligible for such bonus shall have the option to designate all or a portion of the bonus as a distribution directly to the employee's retirement savings plan account referenced in Section 1802 of this Agreement, provided that such distribution would not cause the employee's contribution to such account to exceed the annual maximum allowed by law and the employee meets the other eligibility requirements for retirement savings plan participation. Any portion of the bonus which is not so designated shall be received by the employee in a payroll check, subject to applicable payroll deductions. Eligible employees will receive a form to be used for electing a bonus distribution option. The payment of a longevity bonus shall not affect the employee's base hourly wage rate.

**One-Time Reconciliation of Qualification for Long Term Service Bonus.** In recognition of the impact of the COVID-19 pandemic, RCHSD will conduct a one-time reconciliation for nurses who did not qualify for a long term service bonus due to having insufficient work hours in 2020 and 2021. Nurses will receive credit for hours involuntarily cancelled due to low census for the purpose of qualifying for the long term service bonus at their anniversary date in 2020 and 2021.  
[TA]

**Section 1114 (A) ECMO Differential:** ECMO certified staff will be paid ~~\$2.50~~\$3.00 per hour for all hours spent providing care for patients on ECMO. [TA]

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

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

**Section 1115. CRRT Differential:** CRRT certified staff will be paid ~~\$2.50~~\$3.00 per hour for all hours spent providing care for patients on CRRT. [TA]

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

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



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

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

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

1. Contract staff working extra shifts above ~~those the FTE~~ they were contracted to ~~workfill~~ [TA]
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~~ staff as permitted by their contract [TA]
7. House or unit-based per diems who were confirmed and then are not required for staffing
8. Contract staff who ~~exceed the contract cancellation requirement~~ ~~are within their contracted FTE and not on overtime or extra shift~~ [TA]
9. Core Staff

Cancellation within the affected category shall be by seniority ~~and~~, rotation ~~on the basis of hours cancelled, and skill set.~~ [TA] ~~The LMC will agree upon guidelines concerning the requirements for cancelling based on hours cancelled by January 1, 2022.~~ [TA] 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.~~ [TA] and for determining the applicable health insurance premiums. Such hours will be credited for purposes of retirement and 403b plan eligibility only if the employee elects to use accrued paid leave.

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

**Section 1119. Preceptor Bonus:** A CNII who precepts a Newly Graduated RN Resident Training Program participant from one cohort for 16 or more clinical shifts will receive a bonus of \$300 upon the participant's successful completion of the Program. [TA] A CNII who precepts a Newly Graduated RN Resident Training Program participant from one cohort for 12 or more but less than 16 clinical shifts will receive a bonus of \$200 upon the participant's successful completion of the Program. [TA]

On Behalf of RCHSD:

On Behalf of UNOCH:

By:   
Lesley Ann Carlson

By:   
Katie Langenstrass

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

**Section 1303 Employee Contributions:** Except as hereinafter provided, eligible employees shall contribute, commencing July 1, 2003, and for the term of this Agreement, at the contribution rates set forth in Schedule B. Effective in January 2023, Full-Time employees include employees working 70 hours or more biweekly, and Part-Time employees include employees working 69.9-56 hours biweekly. [TA] If, during the term of this Agreement, eligible employees of RCHSD who are not subject to a collective bargaining agreement receive a change in the contribution rates for the same elected coverage, RCHSD may implement such change for bargaining unit employees. Contribution rates for bargaining unit employees pursuant to this Section may only be increased in response to carrier premium rate increases and in no event may an employee's proportionate share of the total premium for his or her elected coverage exceed the proportionate share that existed prior to the increase in contribution rate. RCHSD shall give UNOCH thirty (30) calendar days' prior written notice before implementing such change. If, during the term of this Agreement, RCHSD negotiates a reduction in contribution rates for employees covered under a different collective bargaining agreement, RCHSD agrees that those same reduced contribution rates will apply to the RN Bargaining Unit.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass



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**ARTICLE XV**  
**PAID LEAVE**

**Section 1501. Eligibility and Accrual:** Paid leave benefits are provided ~~in lieu of~~ for the purpose of compensating employees during vacations and holidays pay, and can be utilized for either or both purposes. [TA] 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 utilize accrued paid leave in accordance with RCHSD policy, or if accrued paid leave is not available may take the time off on an unpaid basis. 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 at their regular, straight time rate that is identified and approved by their department leadership. Employees on standby on a RCHSD observed holiday will not be required to utilize paid leave for those hours they spend on standby.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

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**ARTICLE XVIII**  
**RETIREMENT**

**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.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

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**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~~<sup>1,750</sup> per fiscal year. [TA] 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.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached June 30, 2021

**ARTICLE XIX**  
**EDUCATION**

**Section 1905. Education Hours Bank:** All nurses who have been employed as a RN by RCHSD for a minimum of one year, shall have access to an Educational Paid Leave Bank of sixteen (16) hours per fiscal year to be used in conjunction with a leadership approved Education Plan to attend non-mandatory nursing related classes and seminars which have been approved by the California Board of Registered Nurses for continuing education. Approval will be subject to a maximum amount of paid time funds available up to \$975,000, \$325,000 per fiscal year during the term of this Agreement. The sixteen (16) hours of Educational Paid leave must be used within the fiscal year as no hours are rolled over into the next fiscal year., ~~but unused cap funds will roll over to the following fiscal year;~~ Unused cap funds remaining on June 1<sup>st</sup> 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 June 1<sup>st</sup> – June 30<sup>th</sup>. No Education Paid Leave additionally, such hours will in no event count toward hours worked for computation of overtime.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement on Terms for an Overall Contract  
Reached June 30, 2021

**Exhibit B**

**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-Chula Vista, 435 H Street, Chula Vista, CA 91910, Scripps Mercy Hospital-San Diego, 4077 5th Avenue, San Diego, CA 92103, and any existing or additional sites (including urgent care centers) added to RCHSD during the term of this Agreement.

The bargaining unit classifications are:

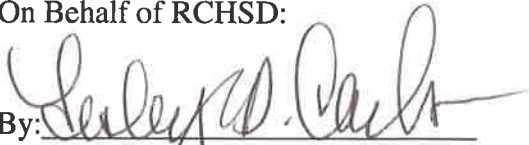
- Cardiac Cath Lab Nurse
- Care Coordinator RN
- ~~Care Coordinator Chadwick\*~~
- Case Manager
- Case Manager (Peckham)
- ~~Charge Clinical~~ Nurse (Bernardy)
- CHET Nurse
- Clinical Nurse (Polinsky)
- Clinical Nurse I
- Clinical Nurse I - New Grad
- Clinical Nurse II
- [Clinical Nurse II - Relief](#)
- Clinical Nurse III
- Clinical Research Coordinator
- Clinical Research Coordinator P/D
- ~~Clinical Research Coordinator CSSD\*~~
- Clinical Services Coordinator Home Care (HHA)

Dialysis RN  
ECMO PRIME RN  
ENT Screening Nurse  
First Five Nurses\*  
Float RN  
Home Care Liaison Nurse  
Home Care Nurse  
Lactation Consultant RN  
Newborn Screening Nurse  
Newborn Screener Per Diem  
Nurse Educator  
Nurse Educator Diabetes  
Nurse Educator Trauma  
Outpatient Clinic Nurse  
Physician Office Triage Nurse CSSD\*  
Radiology Nurse  
Research Nurse  
Telephone Triage Nurse  
VAST Nurse

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

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

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass



# EXHIBIT C

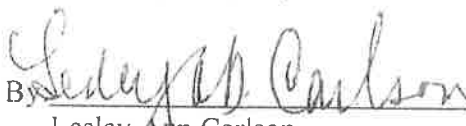
2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached May 14, 2021


**ARTICLE II**  
**UNOCH MEMBERSHIP**

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

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

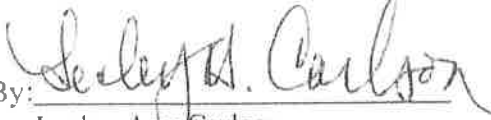
2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached May 14, 2021

**ARTICLE II**  
**UNOCH MEMBERSHIP**

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.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached June 11, 2021

**Section 301. UNOCH Representation at Investigatory Interview:** 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, ~~or~~ (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 contemporaneous 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 ~~who is the subject of the investigation~~ 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. 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.

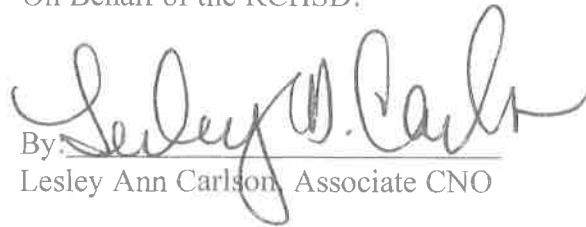
(b) Scheduling Investigatory Interviews. Within ~~3 business~~ five calendar days from the date of notification of the investigatory interview, the ~~employee~~ UNOCH representative shall provide the ~~supervisor~~ HR Partner proposed interview options, ~~on with~~ three different dates and times, all occurring within ~~ten calendar~~ eight business days from notification of the interview, ~~during which the employee and his or her certified UNOCH representative are available for the interview to be held except that these dates shall be extended to accommodate a bargaining unit employee who has a pre-scheduled paid or sick leave.~~ The ~~Hospital~~ HR Partner will select one of the three proposed interview options provided dates and times. 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 ~~If the investigatory interview~~ is scheduled to take place during scheduled working time of the UNOCH representative, the employee's right to be represented shall include release of the UNOCH representative in order to attend the interview 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. ~~Such investigatory~~ 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 not be delayed by an employee's request for a specific UNOCH representative, so long as another UNOCH representative is available.

On Behalf of the RCHSD:

By:   
Lesley Ann Carlson, Associate CNO

On Behalf of UNOCH:

By:   
Katie Langenstrass, Executive Director

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

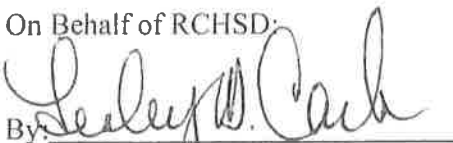
Tentative Agreement Reached May 20, 2021

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

**Section 505(a). Documented Verbal Warning:** Any materials relating to a documented verbal warning for failing to meet performance standards for which there has been no recurrence for two (2) years, shall not be used to escalate future progressive discipline.

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

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

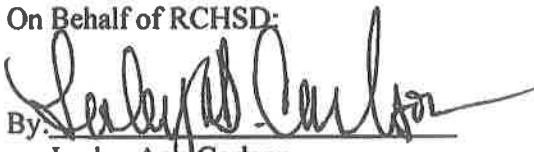


2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)


Tentative Agreement Reached May 20, 2021

**Section 506. Performance Improvement Plans:** [New Section] 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.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached June 4, 2021

**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.

On Behalf of RCHSD:

On Behalf of UNOCH:

By:   
Lesley Ann Carlson

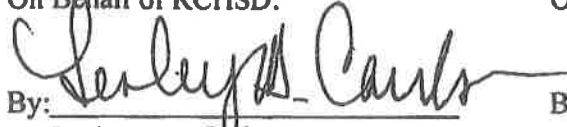
By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)


Tentative Agreement Reached May 20, 2021

**Section 508. Cell Phones:** [New Section] The parties shall continue to discuss issues of concern regarding cell phones including the classification of cell phones as contraband, clinical area boundaries, and permitted cell phone communications with management. LMC will make recommendations to executive leadership, and RCHSD will issue cell phone use policy/guidelines within 1 year of ratification.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

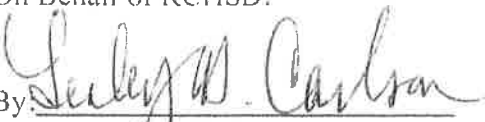
By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
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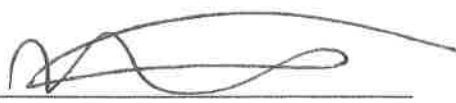
Tentative Agreement Reached May 14, 2021

**Section 605. Mediation (OPTIONAL):** If the grievance is not satisfactorily settled at Step B, RCHSD or UNOCH may, within ten (10) calendar days of the receipt of the written response to the Step B appeal, or expiration of the response period if no response is timely made, whichever is sooner, refer the grievance to non-binding mediation before the Federal or State Mediation and Conciliation Service by notifying the other party in writing of its intention to submit the grievance to mediation. Mediation is not required in order to refer a grievance to arbitration; provided that if the grievance is not referred to mediation within the time limits provided above, or if arbitration pursuant to Section 606 is not requested, in writing, within ten (10) calendar days of the receipt of the written response to the Step B appeal, or expiration of the response period if no response is timely made, whichever is sooner, the grievance shall be deemed to have been resolved and shall not be subject to any further proceedings. The mediation shall be conducted as expeditiously as possible. The Mediator shall be given copies of this Agreement, the grievance, written step responses and appeals, and shall also be provided with a brief statement of the parties' positions. The parties shall also have the right to present evidence relevant to the grievance and the parties' positions. The Mediator shall have authority only to mediate between the parties to seek a mutually agreeable resolution. At the request of the parties the Mediator may also be asked to issue an advisory opinion or other non-binding recommendation to the parties. All proceedings relating to the mediation shall be considered to be settlement discussions and shall not be admissible in any arbitration or other proceeding. Statements made in mediation, and any agreement reached through mediation, shall remain confidential. Should either party choose to be represented by legal counsel at the mediation, notice shall be provided to the other party at least five (5) calendar days before the mediation.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)


Tentative Agreement Reached May 21, 2021 ✓

**Section 606. Arbitration:** If a grievance, which has been timely referred to mediation under Section 605 above, is not satisfactorily settled as the result of mediation, UNOCH may, within ten (10) calendar days of the mediation, refer the grievance to arbitration by notifying the Human Resources department of its intention to submit the grievance to arbitration. If arbitration pursuant to Section 606 is not requested within the applicable time periods indicated above, the grievance shall be deemed to have been resolved and shall not be subject to any further proceedings. RCHSD and UNOCH shall, within ten (10) working days of such notification, choose a mutually acceptable impartial arbitrator. If the parties are unable to agree to an arbitrator, they shall request either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to provide them with a list of seven (7) arbitrators who are members of the National Academy of Arbitrators and who reside or have an office in Southern California, with a preference for arbitrators who are also experienced in issues involving the health care industry. Within fifteen (15) calendar days 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, but such option must be exercised by (1) mailing a new request to the AAA or FMCS whichever is applicable, and (2) notifying the other party in writing, both within fifteen (15) calendar days of the date shown on the first list. If either party refuses to participate in the selection or arbitration process, selection of the arbitrator and the arbitration shall be pursuant to the AAA's Voluntary Labor Arbitration Rules, except as such Rules are modified by the provisions of this Agreement.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

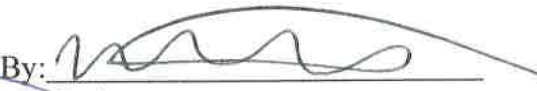
Tentative Agreement Reached June 4, 2021

**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. After ratification of this Agreement, RCHSD and UNOCH will establish a current seniority list for all unit RNs based on departmental practices in effect prior to May 1, 2021. The list will be posted in each department and updated at least once annually. ~~Per diem employees shall accrue one (1) month of seniority for every one hundred twenty (120) hours worked.~~ Seniority as defined in this Article shall be relevant for purposes of Lay-Offs under Section 703, Lateral Transfers under Section 704, and Vacation, Shifts, Scheduling and Holidays under Section 705, but not for benefits or any other purpose. 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.

On Behalf of RCHSD:

On Behalf of UNOCH:

By:   
Lesley Ann Carlson

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached June 4, 2021

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

The Critical Care Float Areas are as follows:

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

The Acute Care Float Areas are as follows:

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

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

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

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

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

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

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

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

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

#### Scripps Encinitas Satellite NICU

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

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

Staff distribution will occur in the following order:

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



7. Core staff bumped 3 or more floats


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.

ICU 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.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

Tentative Agreement Reached May 14, 2021

**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.

On Behalf of RCHSD:

By: Lesley Ann Carlson  
Lesley Ann Carlson

On Behalf of UNOCH:

By: Katie Langenstrass  
Katie Langenstrass

2021 Anniversary Negotiations between  
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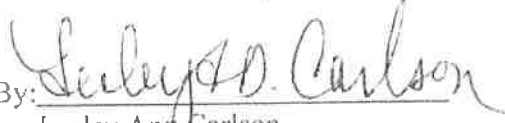
Tentative Agreements Reached May 14, 2021

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

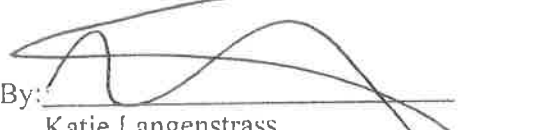
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**Section 1607. Catastrophic Leave Bank:** ~~Within 1 year of ratification of this Agreement, RCHSD's will establish a catastrophic paid leave program shall apply to Bargaining Unit employees bank to assist employees who have exhausted accrued leave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

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

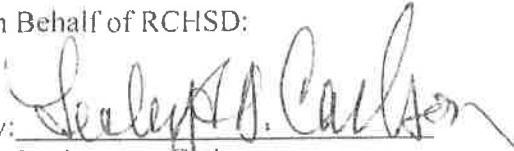
By:   
Katie Langenstrass

2021 Anniversary Negotiations between  
Rady Children's Hospital-San Diego (RCHSD)  
and United Nurses of Children's Hospital (UNOCH)

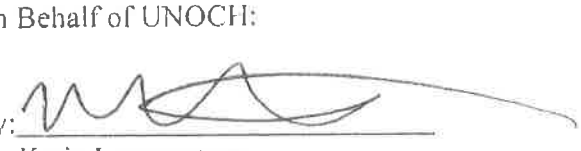
Tentative Agreement Reached May 14, 2021

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

On Behalf of RCHSD:

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ARTICLE XXIV

MISCELLANEOUS

NEW SECTION

Section 2406. Workplace Violence Prevention and Response: The parties acknowledge that healthcare workers are at an increased risk to experience safety events including workplace violence. RCHSD is committed to providing a safe and secure environment and maintaining a workplace violence prevention program compliant with applicable law, which includes encouraging employees to follow RCHSD policies, contact leadership, security and/or (as appropriate and applicable) local law enforcement to report incidents of workplace violence.

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

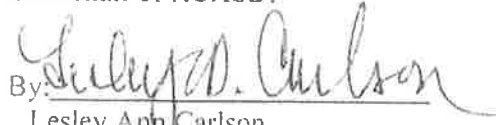
RCHSD policy provides that employees file safety reports without fear of retaliation. Any employee who has witnessed or been the subject of a threat or assault within our workplace is required to report the event. Remedial actions may include reassignment, development of a safety plan, and other appropriate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

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

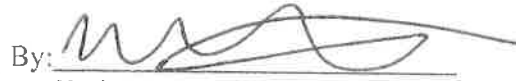
RCHSD maintains policies and programs related to workplace violence prevention, management of disruptive behavior, legal and ethical conduct in the workplace, the use of force by security personnel, and keeping dangerous weapons out of the Hospital. All security officers are trained in crisis intervention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

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

On Behalf of RCHSD:

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By:   
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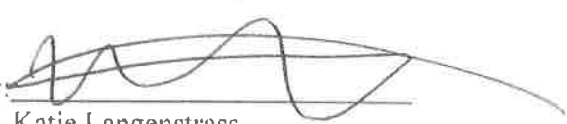
Tentative Agreement Reached May 14, 2021

Section 2407. 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.

On Behalf of RCHSD:

By:   
Lesley Ann Carlson

On Behalf of UNOCH:

By:   
Katie Langenstrass




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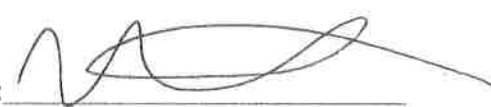
**Section 2601. Labor/Management Committee:** The parties shall maintain the Labor/Management Committee as currently configured: the UNOCH Technical Division Director, the UNOCH RN Unit Director, and the Executive Director of UNOCH, or their designees, and up to five (5) UNOCH members and five (5) Administrative members, for a total membership of ten (10), co-chaired by the Executive Director of UNOCH and including the Vice-President of Patient Care Services/Chief Nursing Officer and the Vice President of Human Resources, or her 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.

On Behalf of RCHSD:

By: 

Lesley Ann Carlson

On Behalf of UNOCH:

By: 

Katie Langenstrass