

**LABOR MANAGEMENT
COLLECTIVE BARGAINING AGREEMENT**

Between

SHARP PROFESSIONAL NURSES ASSOCIATION

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
(UNAC/UHCP)
NUHHCE, AFSCME, AFL-CIO**

And

SHARP HEALTHCARE

SEPTEMBER 2011 – SEPTEMBER 2014

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PREAMBLE

It is agreed that the mission of both the Employer and the Association are to seek to improve the health of those we serve with a commitment to excellence in all that we do.

Our mutual goal is to offer the highest quality care and services in our community, exceed patient expectations and to provide such care in a caring, convenient, accessible and cost effective manner.

To accomplish this mission, both parties shall work together to lead the industry in providing quality care by:

- Caring for patients in the most appropriate clinical setting.
- Initiating the use of new technology.
- Encouraging clinical research, education and training to support our common goals.
- Being cost effective.

ARTICLE 1 – RECOGNITION AND COVERAGE

Section 101: Parties

As used in this agreement, “Employer” shall refer to San Diego Hospital Association d/b/a Sharp HealthCare, and “Association” shall refer to Sharp Professional Nurses Network (“SPNN”). SPNN is affiliated with the United Nurses Associations of California/Union of Health Care Professionals, the National Union of Hospital and Health Care Employees, the American Federation of State, County and Municipal Employees, and the American Federation of Labor-Congress of Industrial Organizations.

Section 102: Bargaining Unit

The Employer recognizes the Association as the exclusive collective bargaining representative, for purposes of wages, hours and other terms and conditions of employment, of all employees employed in the following bargaining unit:

Including

All full time and regular part-time Registered Nurses, including per diem Registered Nurses, employed in classifications for which a Registered Nurse license is required and who work at the following facilities: San Diego Hospital Association, 8695 Spectrum Center Court, San Diego, California; Grossmont Hospital, 5555 Grossmont Center Drive, La Mesa, California; Sharp Chula Vista Medical Center, 751 Medical Center Court, Chula Vista, California; Sharp Coronado Hospital and HealthCare, 250 Prospect Place, Coronado, California; Sharp Mary Birch Hospital

for Women and Newborns, 3003 Health Center Drive, San Diego, California; Sharp Memorial Hospital, 7901 Frost Street, San Diego, California; Sharp Mesa Vista Hospital, 7850 Vista Hill Avenue, San Diego, California, and its El Cajon and University Heights satellite facilities; Sharp Memorial Outpatient Pavilion, 3075 Health Center Drive, San Diego, California. Also included are all Home Health Registered Nurses, Hospice Registered Nurses, and Registered Nurses employed at all skilled nursing facilities offered through the aforementioned facilities.

Excluding

All other professional employees, physicians, non-professional employees, technical employees, business office clerical employees, skilled maintenance employees, guards, and supervisors as defined in the Act.

All Bargaining Unit employees, hereinafter called “employees” or “Bargaining Unit,” shall be covered by this Agreement. RNs working at clinics shall not be covered by this Agreement.

Section 103: New Operations or Facilities

The Employer shall notify the Union upon the introduction or acquisition of any new facilities or operations during the term of this Agreement. The parties shall meet and discuss issues relating to possible extension of the terms of this Agreement to such new operations or facilities. If the parties agree that the new operations or facilities are properly accreted into the Bargaining Unit, then the employees in the accreted unit shall become a part of the Bargaining Unit and covered by this Agreement. If the parties are unable to resolve such issues as a result of the discussions, each party shall have the right to pursue any remedies available to it before the National Labor Relations Board.

Section 104: Affiliations Not Parties To Agreement

The sole parties to this Agreement are the Employer and the Association. No other entity or person affiliated with the Employer or the Association shall be bound to this Agreement or subject to the provisions hereof, unless otherwise specified in this Agreement.

Section 105: Change of Name

This Agreement shall be binding upon the Employer regardless of whether it changes its name, its legal status or its management.

Section 106: Closing of Operations

In the event the Employer discontinues or reduces the scope of any operation or facilities; experiences a reduced need for the services of nurses; or sells, transfers (including by subcontracting), or leases any business operations or facilities in which employees within the bargaining unit are employed, or any portion of such operations or facilities, hereinafter collectively referred to as “discontinued or reduced operation”, the Employer shall provide the Union with a list of all vacant bargaining unit positions. Except in the case of an emergency or a

business transaction requiring confidentiality, the Employer shall provide the Union advance notice of the permanent closure of a unit/department/facility at Sharp HealthCare in which Bargaining Unit members are employed, as soon as practicable, but no later than sixty (60) calendar days prior to such closure. The notice shall include the date of the closure and a list setting forth the name, shift, status and date of hire of affected Bargaining Unit members. Bargaining unit employees whose current positions are eliminated as the result of the discontinued or reduced operation shall be offered employment in any vacant position for which the employee is qualified. In determining whether the employee is qualified for a vacancy, the Employer shall take all factors into consideration, including past performance, education, relevant certifications, recent relevant experience, communication skills, critical thinking and judgment and customer satisfaction. If two or more displaced employees are equally qualified for the position, the most senior of the employees will be selected. The Employer will also make reasonable efforts to train employees who are not qualified for any current vacant position provided such training is consistent with the efficient delivery of quality patient care. Employees who are not placed in a position shall have preferential hiring rights for the next vacancy for which they are qualified. Employees who are placed into a vacancy within three hundred and sixty-five (365) days of the date their position is eliminated, including those employees who are placed in a position for which training is being provided, shall have their service credit, benefit eligibility and accrued unused Extended Sick Insurance (ESI) restored. All rights under this Section 106 shall expire at the end of three hundred and sixty-five (365) days of the elimination of the employee's position or when the employee declines to fill a vacancy for which s/he is qualified, whichever occurs first.

Section 107: Full-Time, Part-Time and Per Diem Status

"Full-time" as referred to in this Agreement shall be defined as employees who are regularly assigned to work 64 hours or more per pay period. "Part-time" as referred to in this Agreement shall be defined as employees who are regularly assigned to work less than 64 hours per pay period. "Per diem" as referred to in this Agreement shall be defined as an employee who is available to work to supplement staffing needs. To the extent "full-time," "part-time," and/or "per diem" status is defined differently in any benefit plans referenced in this Agreement or otherwise applicable to employees covered by this Agreement, the definitions and eligibility requirements of such plan(s) will supersede the definitions set forth above.

ARTICLE 2 – COURTESY

Section 201: Courtesy

The Employer and the Union agree to encourage all employees and physicians, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, patients and the public.

ARTICLE 3 – RIGHTS OF MANAGEMENT

Section 301: Management Rights

The Employer retains, solely and exclusively, 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 as to the rights, powers and authority retained exclusively by the Employer, 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 maintain and control its departments, buildings, facilities and operations; to determine methods, processes, means, scope and places of quality patient care delivery and services; to create, change, combine, or abolish jobs, departments and facilities in whole or in part; to determine the means and manner by which patient care is to be delivered to patients; to subcontract or discontinue work for economic, technological, operational or other reasons; to direct the work force; to increase or decrease the work force and/or determine the number of Bargaining Unit employees and other employees to be hired or 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, schedules of operation and work load; to specify or assign work requirements, overtime, or on-call responsibilities; to assign work and decide which employees are qualified to perform such work; to schedule and change work hours, shifts and days off; to adopt, revise or delete Employer policies governing the employment of employees, including but not limited to rules of conduct and safety and for penalties for violations thereof; to establish and revise performance standards and evaluation tools; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of any hospital or any services; to effect technological changes; and to determine the quality of patient services. The listing of the 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. The Employer shall provide advance notice to the appropriate RN Advisory Committee ("RNAC") of any proposed exercise of management rights pursuant to this Article that will affect the Bargaining Unit and, upon request, shall provide the RN Advisory Committee with data relating to the contemplated exercise of those rights so that the Employer and the RNAC can engage in a collaborative process towards resolving all issues relating thereto. In an emergency or in the case of a business transaction requiring confidentiality, notice to the Association and RN Advisory Committee may take place immediately following the exercise of management rights. The operation, authority, and control of the Employer's operation is vested exclusively in the Employer through its management and management's designees, who, among other duties, may discharge or otherwise discipline employees for just cause only.

ARTICLE 4 – PATIENT CARE ADVOCACY, SUPERVISION AND PROFESSIONAL RESPONSIBILITY

Section 401: Staffing Ratios

The Employer shall comply with all staffing requirements mandated by federal and state laws and regulations, including Title 22 of the California Administrative Code. The Employer and the Association shall work together in good faith to implement appropriate staffing levels for all patient care units covered by the California Department of Public Health (CDPH) staffing ratio regulations, and to implement appropriate staffing levels in non-covered units. The Association and the Employer shall have the option to reopen this Section only for additional negotiations relating to staffing issues should staffing requirements mandated by law change during the term of this Agreement. Should the Association and/or the Employer elect to do so, all other terms and conditions set forth in this Agreement, including Article 13, shall remain in full force and effect.

Section 402: Patient Needs Staffing System

The Employer will have a staffing system based on assessment of patient needs in conformance with the accreditation requirements of the Joint Commission on Accreditation of Hospitals and Title 22 of the California Administrative Code. Concerns regarding staffing ratios and acuity issues shall be addressed by the appropriate Registered Nurse Advisory Committee (RNAC) if they cannot be resolved by the Patient Classification System Committee. The staffing system shall be designed to establish staffing requirements by unit, patient, and shift, and shall include (1) a method to predict nursing care requirements of individual patients; and (2) a method to determine staff resource allocations based on nursing care requirements for each shift and each unit. The system shall include physical observation and assessment of each patient by an appropriate health care professional. The California Department of Public Health (CDPH) mandated staffing ratios shall provide minimum nurse staffing levels, and all units shall be staffed accordingly and in compliance with Title 22 of the California Administrative Code.

Section 403: Patient Classification System

As part of the staffing system, the Employer shall maintain a patient classification system (PCS). The PCS will be applicable in all areas as required by Title 22. The PCS will include, but not be limited to, the following elements: individual patient care requirements; the patient care delivery system; generally accepted standards of nursing practice; and elements reflective of the unique nature of the Employer's patient population. In the event the scheduled staffing is insufficient to meet the required staffing levels, the facility will make every effort to procure additional personnel. Documentation of the PCS shall be provided to each appropriate RNAC upon request. The Employer will take all necessary steps to ensure safe patient care, including the establishment of a system to ensure safe patient care in those units where a PCS is not required by Title 22.

Section 404: Patient Classification System Committee

The Employer shall maintain a PSC Committee at each facility, as required by Title 22, which will include the appropriate number of Registered Nurses. The Employer shall notify the appropriate RNAC and Association of any Registered Nurse vacancy on the Committee and the RNAC and the Association shall have the opportunity to recommend a candidate for the vacancy. The Committee and RNAC will be responsible for reviewing the reliability and validity of the existing PCS, and for recommending modifications or adjustments to assure accuracy in measuring patient care needs.

Section 405: Floating

- A. Floating shall be in the following order:
 - 1. Travelers and Registry.
 - 2. Volunteers.
 - 3. Per diem on a rotational basis.
 - 4. Regular full-time and regular part-time on a rotational basis.
- B. Floating of Registered Nurses shall be in compliance with all federal and state laws and regulations, including Title 22 of the California Administrative Code. Patient care assignments shall be subject to the following guidelines:
 - 1. Assignments shall include only those duties and responsibilities for which competency has been validated.
 - 2. Registered Nurses may not be assigned total responsibility for patient care, including the duties and responsibilities described in subsection 70215(a) of Title 22, until all standards of competency for the unit have been validated.
 - 3. New graduates (clinical associates) will not be floated until they complete their clinical orientation.
- C. Floating assignments will be made pursuant to current practice. The parties will work through the appropriate RNAC to create a floating cluster grid specific to each facility. The work will be completed within one year of ratification date of this Agreement. If the RNAC is unable to agree on the floating cluster grid the Association may refer the disagreement to the System Nursing Review Committee ("NRC") as described in Section 410 of this Article for resolution.

- D. Regular full-time and regular part-time Registered Nurses with twenty (20) years or more of continuous service at Sharp HealthCare as a Registered Nurse shall not be required to float; provided that such Registered Nurses can still be required to float if at least 30% or more of the RNs on that shift in their home unit would otherwise be excused from floating under this Subsection D. If required to float, such Registered Nurses shall receive double credit for doing so.
- E. If a Registered Nurse who floated at the beginning of the shift has an assignment which ends before the shift does and the RN is needed on another unit (including the Registered Nurse's home unit), the second assignment will also count in the float rotation. In such cases, for the purposes of tracking and assigning floating such RN shall "skip" one (1) rotations before being required to float again.

Section 406: Composition of RN Advisory Committees

A separate Local RN Advisory Committee shall be established for Memorial, Mary Birch, Mesa Vista, Grossmont, Chula Vista, Coronado, Non-Hospital Groups, and Hospice. Issues relating to Home Health, SRN, Nurse Connection, and/or SDHA shall be addressed through the Non-Hospital Groups RN Advisory Committee. Each Local Committee shall be composed of three (3) Bargaining Unit members chosen by the Association and three (3) members of nursing management chosen by management. The Memorial Local Committee shall address issues relating to the Outpatient Pavilion, and one additional member from the Bargaining Unit and one additional member of nursing management shall be included on the Memorial RNAC. The Association shall make its selections by democratic procedures chosen and administered by it. A Human Resources representative and an Association representative, who shall be a Bargaining Unit member, shall serve as facilitators to set locations, times and agendas for the Committee. The Human Resources and Association representatives shall also serve as advisors concerning policies, applicable law, and the requirements of this Agreement. A representative of the State Association who shall be an RN may also be present at the Committee meetings. Additionally, there shall be established a System RN Advisory Committee. The System Committee shall be composed of nine (9) members chosen by the Association and nine (9) members chosen by management.

Section 407: Purpose of RNAC

It is recognized by the stakeholders of this contract that collaboration and a collective sense of responsibility for the direction and performance of the organization is essential for individual and collective job satisfaction, and the success of the organization. Just as "the whole is greater than the sum of the parts" people achieve more by working together than through individual efforts. To realize this synergy, managers and nursing staff must be actively involved in fostering and engaging in teamwork. It is in this spirit that the RN Advisory Committees function.

The purpose of the RN Advisory Committee (RNAC) is to provide a mechanism that supports management and staff to engage in joint problem solving and planning regarding nursing issues.

To this end, each Local RNAC will develop annual goals and objectives that drive the Committee's work throughout the year. The major portion of each meeting agenda should be devoted to collaborating on these goals and objectives and methods of implementation. Goals and objectives are to be determined by consensus and focus on the needs of the entity's managers, nursing staff and patients. Needs should be determined by an agreed upon formal mechanism that ensures all entity nurses have the opportunity for input. In addition, a portion of each meeting agenda should be devoted to problem solving issues that affect several or more units within the entity. Issues affecting a single nursing unit only should be decided at the unit level unless the unit Registered Nurses cannot come to an agreement that resolves the issue.

The System RNAC meeting agenda should be focused on the review of issues, policies, or contract interpretation issues which have a system-wide impact, and should not include issues relating to individual employees, or practices or policies which are not applicable on a system-wide basis.

A joint chairmanship will provide leadership for each RNAC. The joint chair positions will be held by one (1) member of management and one (1) staff member. These leaders will be elected by the members of the RNAC. The term is for two years. The joint chairs will be responsible for setting the agenda for each meeting, facilitating meetings, parliamentary duties, assigning responsible parties for follow-up assignments and/or other work supporting the goals of the committee, communicating changes regarding meetings, and ensuring minutes are taken and distributed.

In order to enhance the effectiveness of the RNAC, every year the members of each RNAC should engage in a self-appraisal process which should include but not be limited to appropriateness of goals, strengths and limitations of the team, accomplishments and achievements, processes for problem solving and decision making, and individual satisfaction as a member of the team. The process for self-appraisal should be determined by the members of the RNAC.

Section 408: Meetings of RNACs

The Local Committee shall meet monthly. Bargaining Unit Registered Nurses who are members of the Local Committee shall be paid at their normal straight-time rate, excluding all differentials or other premiums, for time spent during the meetings of the Committee, up to a maximum of four (4) hours per meeting. In the event that the parties agree to meet for longer than four (4) hours or more than once per month, as necessary to cover agenda items, pay shall be provided. The System Committee shall meet quarterly. The Bargaining Unit members of the System Committee shall be paid at their normal straight-time rate, excluding all differentials or other premiums, for time spent during the meetings of the Committee, up to a maximum of four (4) hours per meeting. In the event that the parties agree to meet for longer than four (4) hours or more than quarterly, as necessary to cover agenda items, pay shall be provided.

Section 409: Responsibility of RNACs

The Committee will review, discuss, and resolve if possible, professional staffing matters and professional staffing issues. Topics within the responsibility of the Committees shall include, but not be limited to:

1. Staffing levels.
2. Employee safety.
3. UNAC Staffing Objections Forms and other recurring problems.
4. Scheduling issues.
5. The use or scheduling of Per Diem Nurses.
6. Weekend staffing issues.
7. Registry and/or traveler utilization.
8. Floating concerns.
9. Qualifications.
10. Care delivery systems.
11. Workload.
12. Policies and procedures relating to Nurse Practice.
13. Evaluation tools.
14. New Jobs.
15. Staffing ratios.
16. Patient classification.
17. Quality of care.

In considering these issues the Employer shall ensure that it is in compliance with the requirements of Title 22. The Committees shall have no authority to add to, subtract from, or modify in any way the express language of this Agreement, nor shall the Committees have the authority to expand its jurisdiction beyond that expressly granted by this Agreement. All matters and issues subject to review and discussion by the Committees shall be excluded from consideration, resolution or arbitration under Article 9 of this Agreement. An agenda item which has not been fully discussed may be carried over to the next meeting. Any issue which has been addressed by the Committee shall not thereafter be placed on the agenda or discussed for six (6) months except by agreement of both parties; provided that an issue that has been addressed by a Local Committee but has not been resolved to the satisfaction of both parties may then be placed on the agenda of the System RNAC. An issue relating to staffing ratios or patient classification that has been addressed by the System RNAC but has not been resolved to

the satisfaction of both parties may be placed on the agenda of the System Nursing Review Committee as described in Section 410 below.

The Association may appoint a Registered Nurse to serve as the Association's RN Quality Care Liaison ("RN/QCL") to each Local RNAC. The RN/QCL shall be a Registered Nurse who spends a minimum of 20 hours per week working in his/her unit/department to ensure that she/he retains their clinical expertise. The purpose of the RN/QCL role will be to increase staff Registered Nurse participation in the quality assurance and/or performance improvement process at Sharp HealthCare and to improve quality patient care and outcomes. The RN/QCL shall serve as a resource and adviser to the Local RNAC regarding quality issues. The Association may also appoint an RN/QCL to the System RNAC, which RN/QCL shall fulfill the same role for the System RNAC.

Section 410: System Nursing Review Committee

If the System RNAC cannot resolve an issue relating to patient classification or staffing ratios and management then implements its decision(s) relating to such issues, the Association may refer the disagreement to the System Nursing Review Committee ("NRC"). The NRC will be specially formed to resolve the dispute and shall include one bargaining unit nurse assigned to the involved nursing unit and who shall be selected by the bargaining unit nurses assigned to that unit, one bargaining unit nurse selected by the Association who shall not be from the local entity where the dispute arose, two members of nursing management (at least one of whom shall not be from the local entity where the dispute arose), and one additional person selected by the other members who shall be employed in the Sharp HealthCare system. The NRC shall review the issue, make recommendations thereon, and/or fashion an appropriate remedy. The determination(s) of the NRC shall be final and binding. The NRC shall have no authority to add to, subtract from, or modify in any way the express language of this Agreement, to award back pay, or to make organizational decisions that have regulatory, legal or significant economic impact.

Section 411: Information

The Employer shall provide the Association with all relevant information concerning matters within the scope of the Committee's authority.

Section 412: Performance of Supervisory Duties

Bargaining Unit Registered Nurses shall not be responsible to regularly perform supervisory functions with respect to other employees, including non-Bargaining Unit Registered Nurses. Bargaining Unit Registered Nurses shall have no authority to hire, transfer, suspend, lay-off, recall, promote, discharge, reward or discipline other Registered Nurses, nor shall they have the authority to adjust employee grievances. In accordance with Section 2(11) of the National Labor Relations Act, the routine delegation of clinical tasks, the monitoring of the performance of clinical tasks by others, holding an Advanced Clinician position, acting as a preceptor, and/or the

non-regular performance of Charge Nurse responsibilities in the absence of a Lead and/or Clinical Supervisor serving as Charge Nurse for the shift shall not disqualify the Registered Nurse from being included in the Bargaining Unit as a non-supervisory employee. However, nothing in this Section or this Agreement shall preclude or restrict the Employer from requiring, or a Bargaining Unit employee from performing, all duties deemed necessary by the Employer to insure delivery of quality patient care. It is agreed and recognized that persons whose duties include regularly acting as Administrative Liaisons, Leads and/or Clinical Supervisors are not part of the Bargaining Unit and shall not be covered by this Agreement.

Section 413: Delegation of Duties

The individual Bargaining Unit Registered Nurse shall have the authority to determine those aspects of patient care which are to be delegated to non-Bargaining Unit employees based on his/her assessment of the patient's needs or condition(s), subject to and in accordance with the directives and policies of the Employer. The Employer shall maintain a record of the credentials of non-Bargaining Unit employees in order to assist the Bargaining Unit Registered Nurse in delegating tasks under this Section.

Section 414: Performance of Non-Nursing Functions

The Employer will make reasonable and continuing efforts to not assign non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions, laboratory functions not commonly performed by Bargaining Unit Nurses in their specific unit, or the transport of supplies or stable patients.

Section 415: Patient Care Responsibility

Bargaining Unit RNs are accountable to the organization for meeting its needs in relation to quality patient care and are accountable to the patient for the care provided by the RN. A key responsibility in meeting patient care goals is applying the nursing process through assessment, planning, implementation and evaluation in the patient care setting. Professional standards, strong patient care values and critical thinking are the underlying role aspects of the RN in patient care management.

Section 416: Performance of Bargaining Unit Work by Others

It is understood and agreed that non-Bargaining Unit personnel employed by the Employer, including Leads, Clinical Supervisors and other supervisory personnel, may perform clinical duties also performed by Bargaining Unit Registered Nurses. Nothing in this Agreement shall prohibit the performance of Bargaining Unit work by persons not in the Bargaining Unit; provided that the assignment of such work to personnel of the Employer employed outside the Bargaining Unit shall not result in the involuntary loss of hours for any member of the Bargaining Unit during the then-current schedule that has been posted in the Registered Nurse's unit pursuant to Section 1404.

Section 417: Protection of Bargaining Unit Hours

It is the intent of the parties that assignment of work to personnel of the Employer employed outside the Bargaining Unit shall not be for the purpose of reducing hours for Bargaining Unit Registered Nurses. Any employee who believes that the Employer has violated this Section 417 may refer such claim to the RN Advisory Committee. Such claims shall not be subject to arbitration under Section 905 of this Agreement.

ARTICLE 5 – UNION MEMBERSHIP

Section 501: Membership

All employees covered by this Agreement shall have the right to become and/or remain members of the Association, or to refuse to become and/or to resign membership in the Association at any time. Notwithstanding the above, all employees, whether Association members or not, may be responsible to pay monies to the Association as required by Section 503 below.

Section 502: Exercise of Rights

The Employer shall not discriminate against any employee on the basis of his or her Association membership, Association activity, or for engaging in Association or other concerted activity protected under the National Labor Relations Act and otherwise allowed under the terms of this Agreement; provided, however, that nothing in this Section shall prevent the Employer from disciplining any employee as permitted under this Agreement or from taking any other action permitted or authorized under this Agreement. The Association shall not discriminate against any employee who fails or refuses to become an Association member, resigns his or her Association membership, or fails or refuses to participate in Association activities protected by the National Labor Relations Act and allowed under this Agreement; provided, however, that nothing in this Section shall prevent the Association from lawfully enforcing any valid union security clause or from taking any action permitted or authorized under this Agreement.

Section 503: Maintenance of Membership

Each employee in this Bargaining Unit who is or becomes a member of the Association shall, as a condition of continued employment, either remain a member of the Association or satisfy the following financial obligation: (1) payment of periodic dues and initiation fees, or (2) payment of service fees which shall be the proportion of the Association's total expenditures that support representational activities. Unit employees who applied for membership or became members prior to the execution of this Agreement shall, for a period of thirty (30) days following execution, be permitted to withdraw their application or resign from the Association without incurring the membership maintenance or financial obligation set forth above. The Employer shall also apply this provision to every employee who becomes a member of the Bargaining Unit due to reassignment or transfer.

Section 504: Enforcement

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

Section 505: Check-Off

Dues and fees required by Section 503 above may be made by authorized payroll deduction check-off method; provided that said monies shall be deducted only after all deductions required by law or otherwise authorized by the employee have previously been deducted. The Employer shall provide to each employee required to tender to the Association monies required by Section 503 above an appropriate payroll deduction check-off form which may be utilized by the employee for such purposes. The Employer shall remit collected fees to the Association no later than the twentieth (20th) of each month following the month for which deductions have been made.

Section 506: Indemnification

The Association shall defend, indemnify and reimburse the Employer with respect to any and all claims, demands, suits, grievances, or other liability (including reimbursement for attorneys' fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this Article 5.

ARTICLE 6 – NON-DISCRIMINATION

Section 601: Prohibition of Discrimination

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, religion, creed, national origin, ancestry, sex, age, physical disability, mental disability, veteran status, marital status, sexual orientation, union activity or membership, or employment status.

ARTICLE 7 – ASSOCIATION REPRESENTATION

Section 701: Solicitation/Distribution/Access by Employee Representatives

No 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. No employee shall distribute or circulate any written or printed material on the Employer's premises at any time; provided that distribution or circulation may occur in

cafeterias and employee lounges so long as it is not directed at employees during their working time; the distribution or circulation is being done by an employee during his/her non-working time; and the distribution or circulation is not directed to patients or visitors. Off-duty employees shall be allowed to take access to non-patient care areas to engage in union-related activities so long as those activities are consistent with this Section 701.

Section 702: Bulletin Boards

Employer bulletin boards are reserved for the exclusive use of the Employer, provided that the Employer shall provide the Association with access to designated bulletin boards/bulletin board space for the exclusive use of the Association. Any issue relating to the availability or location of bulletin boards shall be addressed by the appropriate RNAC. All material to be posted by the Association will indicate it was issued by the Association, and the Association will be solely responsible for material placed on its designated bulletin board/space. Such material shall be either on Association stationary or clearly identified as approved Association issuances. The Employer shall have the right to remove any communications posted on any bulletin boards which do not conform with this Section 702.

Section 703: Investigatory Interviews

The Employer recognizes the right of employees under law to representation in connection with investigatory interviews. In addition thereto, the Employer shall give an employee at least four (4) hours notice prior to conducting an investigatory interview from which discipline of the employee being interviewed may be reasonably anticipated. If the Employer does not give at least four (4) hours notice, the employee's right to be represented shall include release of an employee representative with pay. In the latter case, through efficacious scheduling and exchange of information the Employer, the employee, and the employee representative will use their best efforts to limit the time for which the employee representative is compensated to one (1) hour for time actually spent preparing for and attending the interview. If the employee representative cannot be released from work because of patient care requirements, no interview shall be conducted until the employee representative is available. The provisions of this Section 703 shall also apply to any meeting with an employee conducted pursuant to the interactive process requirements of federal and state law relating to an employee's medical condition.

Section 704: Association Representatives & Access Rights

All parties recognize the legitimate needs of the Association to communicate with members of the Bargaining Unit and management regarding issues of concern to the bargaining unit. All parties also recognize the legitimate needs of the Employer and patients to have an employee's working time devoted to delivery of patient care. Accordingly, a reasonable number of non-employee designated Association representatives shall be permitted reasonable access to nonpublic, non-patient care areas for purposes of meeting with bargaining unit employees and/or management subject to the following conditions:

1. Arrangements to take access shall normally be made at least twenty-four (24) hours prior to the time at which the Association wishes to take access; however, failure to provide a full twenty-four (24) hours notice shall not be grounds for denying access if circumstances beyond the control of the Union prevented such notice.
2. Arrangements to take access must be made through the facility CNO or designee. Access shall be permitted except under unusual or emergency situations.
3. Employee(s) shall be free to meet with the Association representative during access so long as the meeting does not occur during the working time of the employee(s).
4. The Union shall provide the Employer with written notice of all authorized representatives authorized to take access under this Section 704. No more than two (2) authorized representatives shall take access at any one time at any one facility.

Except as provided in this Section 704, no non-employee Association representatives shall take access for purposes of conducting Association or other business. Except as otherwise provided in this Agreement, employee Association representatives shall not conduct Association business during their working time or the working time of the employee(s) with whom they are discussing Association business.

Section 705: Association Leave Of Absence

Any Registered Nurse who has been employed for at least one (1) year may request and receive a leave of absence for Association business for up to one (1) calendar year. Upon completion of the one (1) year leave of absence, the concerned Registered Nurse must return to work for the Employer for one (1) full year prior to being eligible for another such leave; provided, however, that leave pursuant to this section shall be available for the duration of a term of elective office. Requests for such leaves are to be submitted on the appropriate form provided by the Employer. No Employer paid benefits will apply to Association business leave of absence. The Registered Nurse shall continue to accrue seniority during the leave up to a maximum of twelve (12) months. Upon return from an Association leave of absence, the Registered Nurse shall be reinstated in the same assignment in which previously employed before commencement of the leave, if available. If the same assignment is not available, the employee will be offered an assignment of equivalent status and shift.

Any Bargaining Unit employee may request time off for Association business. Approval for such time off shall be granted subject to operational considerations. Employees receiving time off to attend to Association business shall be required to utilize accrued PTO for the time off; provided that Union officers shall be permitted the option of foregoing the use of PTO due to scheduled absences for days spent in face-to-face collective bargaining with the Employer over a successor agreement to this Agreement, which option shall expire upon the expiration of this Agreement. Benefit accrual during the time off to attend to Association business will be in accordance with Article 18 of the Agreement. Employees who work an eight (8) hour shift and five (5) days a

week shall have the option to utilize accrued PTO for attendance at the Union's biennial convention, but shall not be required to do so. Unpaid leave to attend the convention shall not be denied on the basis that the employee does not have accrued PTO available for the leave.

Section 706: New Jobs

Should the Employer create a new non-supervisory job classification requiring an RN license during the term of this Agreement, the Employer shall immediately submit the job description to the members of the local/facility RNAC, and the position shall not be posted for at least seven (7) days thereafter. The RNAC will discuss the content of the job description and salary rate, and attempt to resolve all issues involving the new job description. Such discussions shall be a permanent agenda item of the RNAC. Upon agreement to the salary rate for any position included in the Bargaining Unit, the rate shall be placed in effect and shall not be subject to change during the remaining term of this Agreement, unless specifically required under other provisions of this Agreement. If the parties cannot agree on the inclusion/exclusion of the job from the Bargaining Unit, the Union shall have the right to seek a unit clarification determination from the NLRB notwithstanding any other terms of this Agreement.

ARTICLE 8 – DISCIPLINE

Section 801: Basis for Discipline

The Employer shall not discipline employees without just cause. Just cause for discipline shall include, but is not limited to, violation of any of the Employer's employee standards or policies, breach of confidentiality, dishonesty, misconduct, insubordination, unlawful harassment, substance abuse, threats, unethical behavior, unsatisfactory attendance, failure to follow instructions, unsafe or improper nursing practices, or such other conduct which has the potential to place the safety of patients or co-workers at risk, or jeopardize the operations of the Employer.

Section 802: Performance Improvement Process

The Employer, the Association, and the employees covered by this Agreement recognize that performance issues are generally best approached and addressed through a collaborative process in which both management and the employee whose performance may have become an issue work together towards addressing the issue. As part of this coaching process, the manager should clearly define the performance or behavioral issue and remind the employee that he/she has a personal responsibility to meet professional standards of performance and behavior. The manager and the employee should use the coaching process to collaboratively problem solve the issue(s), clarify expectations and explore and seek agreement on behavioral changes. The coaching session is not part of the corrective action/disciplinary process, and should not be used as such. Any documentation generated as the result of the coaching process shall not become part of the employee's personnel file. Corrective action/discipline should

generally be initiated when utilization of coaching to address performance or behavioral issues has failed.

Section 803: Progressive Corrective Action/Discipline

It is the intent of the Employer to utilize progressive corrective action/discipline as appropriate to the offense and employee record of service. Corrective action/discipline shall normally not be utilized unless the Performance Improvement Process described in Section 802 above has been attempted without achieving the desired result. However, all parties to this Agreement recognize that the Performance Improvement Process and/or progressive corrective action/discipline need not be followed and shall not be required where the employee may have engaged in misconduct which constitutes a departure from established standards of nursing practice, which may have jeopardized or has the potential to jeopardize the delivery of quality patient care, which may have jeopardized or has the potential to jeopardize the Employer's license or legal position, or which otherwise constitutes gross misconduct. In addition to those items listed in the preceding sentence, gross misconduct includes, but shall not be limited to: violation of the Employer's standards of employee conduct, violation of instructions or work orders, and violation of health or safety standards. Components of the corrective action/discipline process may include any of the following:

1. Individual Action Plan (Clarification of Expectations for Performance): An individual action plan (clarification of expectations) may be utilized if the employee's performance or behavioral issue(s) continue following the performance improvement process. The employee's supervisor will meet in a private setting with the employee to clarify the need for the employee to meet established standards of performance and/or behavior, and the supervisor and employee shall collaborate in developing an action plan to address the issue(s) discussed. Additionally, the Employer and the Union recognize that a Union representative who is familiar with the employee's working unit can oftentimes assist the collaborative process between management and the employee in developing an action plan. Accordingly, a Union representative who is a member of the Bargaining Unit may participate in the collaborative process if requested to do so by the employee and if including the representative in the process does not create undue delay and/or negatively impact patient care delivery. An individual action plan (clarification of expectations) shall be prepared by the supervisor in conjunction with the employee which outlines the expectations of performance and/or behavior for the employee, verifies the employee's commitment to meeting the expectations, and establishes an appropriate time frame (which may be immediate) for achievement of the expectations. The statement will also inform the employee that if improvement is not shown, the employee may be subject to formal corrective action. The employee will be asked to sign the statement as an expression of commitment to the action plan. The individual action plan (clarification of expectations) will not be retained in the employee's personnel file unless the performance or behavioral issue(s) subsequently result in formal corrective action. It is the expectation that the individual action plan (clarification of expectations) shall not be prepared until after the

employee's supervisor and the employee have first met to discuss the need for and components of the statement. The individual action plan (clarification of expectations) shall not be subject to the grievance-arbitration provisions of Article IX of this Agreement.

2. **Written warning:** A written warning will be utilized for more serious or repeated cases of rule infractions or continuing unacceptable performance. The written warning will describe the unacceptable performance and specify the improvement and actions required of the employee, including a specific time period in which the improvement and actions are to be accomplished. The written warning may be a final written warning.
3. **Administrative Leave:** An administrative leave (suspension) from work may be used to investigate a work related issue when management determines that the employee should not be at work during the investigation. Administrative leaves shall not be used in an abusive, callous or punitive manner. The administrative leave shall be without pay; provided that any employee who is not terminated or does not receive a written warning as the result of the investigation shall be retroactively compensated at their regular rate for those hours the employee normally would have worked during the period of the leave. When a Registered Nurse is placed on administrative leave, the Registered Nurse shall receive in writing the reason for the leave, the length of the leave, the date, time and location of when the parties are to reconvene a follow-up meeting.
4. **Discharge.**

Section 804: Written Notice of Suspension or Discharge

The Employer shall provide written notification of suspension and/or discharge to the employee receiving the discipline. The employee shall have the right to rebut in writing any such notice. An employee may also review his/her personnel file upon reasonable request.

Section 805: Notification of Termination

The Employer shall notify the Association of a discharge within seven (7) workdays stating the reason for the action taken. Such notice may be made by telephone, with written confirmation to be made as soon thereafter as is reasonable. In the event an Association Representative is present during the termination, the Association will be deemed to have been notified. Receipt by the Association of the Notice of Disciplinary Action will constitute notification as referred to in this paragraph.

Section 806: File Materials

Registered Nurses shall personally receive and sign for copies of all corrective action/disciplinary notices placed in their personnel files and shall have the right to rebut in writing any corrective action/disciplinary notice. Such rebuttal shall be attached to the corrective action/disciplinary notice and placed in the personnel file. Any materials relating to corrective action/discipline for which there has been no recurrence for one (1) year (except for materials relating to discipline

for harassment, discrimination, health or safety issues, or patient care issues) shall not be used as a basis for progressive corrective action/discipline in any future matters and shall upon request of the employee be sealed after the expiration of said one (1) year period. With respect to the exceptions listed above, the materials relating to corrective action/discipline for which there has been no recurrence for two (2) years shall not be used as a basis for progressive corrective action/discipline in any future matters. All corrective action/disciplinary materials relating to matters for which there has been no recurrence within the time periods specified above will be removed from the personnel file upon request of the employee after two (2) years from the date of the notice.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 901: Intent

It is the intent that every reasonable effort be made between the parties to resolve differences at the earliest possible step.

Section 902: Initiation of Grievance Process

Any complaint or dispute arising between a Registered Nurse and/or the Association and the Employer concerning conduct by the Employer alleged to be in violation of an express provision of this Agreement and not otherwise excluded from the grievance-arbitration procedure by another provision of this Agreement shall be resolved by the filing of a grievance in accordance with this Article; provided, however, that 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.

Association grievances filed on behalf of a group of employees and discharge cases will be filed directly at Step B.

Association grievances filed on behalf of a group of employees in more than one Sharp HealthCare facility will be filed directly at Step C.

Section 903: Time for Filing

All grievances must be submitted in writing by the aggrieved party to the other party not later than fourteen (14) calendar days after the date the grieving party knew or should have known of the events giving rise to the grievance.

Section 904: Procedures

The written grievance shall include a statement of the facts or events giving rise to the grievance; the date upon which the event occurred; the provisions of the Agreement alleged to have been violated; and the remedy requested.

STEP A

Within fourteen (14) calendar days after the grievance is filed in writing by the aggrieved party with the other party, the Association and the Employer shall meet and attempt to settle it. For the purpose of this Step A, the Employer's representative may be the employee's Nurse Manager. The non-grieving party receiving the grievance shall respond to the grievance in writing within fourteen (14) calendar days after the meeting.

STEP B

If the grievance is not settled in Step A, the Association or individual grievant may appeal the unresolved grievance to the CNO of the facility where the employee is/was employed not later than fourteen (14) calendar days after receipt of the non-grieving party's Step A response or expiration of the period in which the response is to be given, whichever is sooner. Within fourteen (14) calendar days after the appeal is filed in writing by the aggrieved party with the other party, the Association and the Employer shall meet and attempt to settle it. The non-grieving party receiving the appeal at this Step B shall respond to it in writing within fourteen (14) calendar days after the meeting.

STEP C

If the grievance is not settled in Step B, the Association or individual grievant may make a further written appeal of the unresolved grievance to the Vice-President of Human Resources or designee not later than fourteen (14) calendar days after receipt of the non-grieving party's Step B response or expiration of the period in which the response is to be given, whichever is sooner. Within fourteen (14) calendar days after the appeal is filed in writing by the aggrieved party with the other party, the Association and the Employer shall meet and attempt to settle it. The non-grieving party receiving the appeal at this Step C shall respond to it in writing within fourteen (14) calendar days after the meeting.

Time limits may be extended by mutual agreement of the parties. Any step of the grievance procedure may be mutually waived by a writing signed by both parties; however, no matter may be appealed to arbitration without having first been processed through Step C of the grievance procedure.

If the Employer does not act within the time limits provided at any step of the grievance procedure, the Association shall proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered settled. The date used to determine the timeliness of an appeal shall be the date of the postmark or the date received by the Employer. The date used to determine the timeliness of the Employer's response shall be the date of the postmark or the date received by the Association.

Section 905: Arbitration

If the grievance is not satisfactorily settled at Step C, the Association may, within fourteen (14) calendar days of its receipt of the written answer or expiration of the period in which the response is to be given, whichever is sooner, refer the grievance to arbitration by (a) notifying the other party in writing of its intention to submit the grievance to arbitration. The parties shall mutually agree to an Arbitrator. Following the appeal of a grievance to arbitration, the parties may upon mutual agreement schedule a pre-arbitration meeting for the final evaluation of facts and conducting related business.

Section 906: 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 issue 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 the Employer's responsibilities or duties under this Agreement, nor may the Arbitrator impose upon the Employer an obligation, responsibility or duty which is not expressly required of the Employer 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; the only issue before the Arbitrator in a discipline case shall be whether there was just cause for discipline. If the Arbitrator finds just cause for discipline, the level of discipline chosen by the Employer shall stand; if the Arbitrator finds no just cause for discipline, the disciplinary notice assessed shall be expunged and the Grievant will be made whole (if applicable). The Arbitrator shall have no authority to award damages other than back pay and benefits required by the Agreement. No back pay or benefits may be awarded for any period of time prior to the Employer's violation of the Agreement (if so found by the Arbitrator), and shall be reduced by all interim earnings and benefits received by the grievant. Any decision within the jurisdiction of the Arbitrator shall be final and binding on all concerned. The expenses and salary incident of services of the Arbitrator shall be shared equally by the Employer and the Association. Each party will be responsible for the cost of its representation and witnesses.

The Grievant shall be permitted time off work to attend the arbitration proceedings. Said time shall be without pay; however, the Grievant shall utilize accrued PTO for the time off if available unless the Grievant arranges coverage for his/her scheduled shift by switching shifts with another qualified unit employee. In addition, any approved time off granted for arbitration preparation shall be without pay; however, the Grievant shall utilize accrued PTO for the time off if available unless the Grievant arranges coverage for his/her scheduled shift by switching shifts with another qualified unit employee.

Section 907: Non-Arbitrability

No grievance shall be submitted to arbitration under Section 905 unless the time limits set forth in this Article have been strictly complied with. Any grievance submitted after the time limits have expired shall be deemed forfeited and waived by the aggrieved party. No grievance shall be considered by the Arbitrator unless all steps of the procedures provided herein have been followed or, if not, waived or extended by both parties in a signed writing. Should any party dispute the arbitrability of a grievance under this Agreement, it shall so notify the other party in writing within fourteen (14) calendar days of its receipt of notification of the other party's intention to submit the grievance to arbitration. Upon such notification the other party may still require that the grievance be arbitrated; however, the party who has given notice shall have thereby reserved its right to challenge a finding of arbitrability by the Arbitrator in any subsequent court proceeding to review the Arbitrator's decision, which decision shall be subject to de novo review by the court.

ARTICLE 10 – PROBATION AND EMPLOYEE EVALUATIONS

Section 1001: Probationary Period

Each newly hired employee, each employee re-hired after a ninety (90) day break in employment, and those employees who transfer from a position outside of the Bargaining Unit or any accretion thereto, will serve a basic ninety (90) calendar day probationary period. Employees who are rehired into their former position during the period in which they have preferential hiring rights under Section 106 or the period in which they are eligible to have their benefits restored under Section 1701(4) shall not be subject to the probationary period specified by this Section 1001.

Section 1002: RN Orientation Period

Orientation for RN employees in their probationary period will begin within the first seven (7) calendar days of employment, the purpose being to better acquaint the employee with the Employer's operations as an aid in developing the best employment relationships.

Section 1003: Employee Evaluations

All Registered Nurses will be reviewed within thirty (30) calendar days of December 15. The Registered Nurses will be given the opportunity to read and comment upon formal performance evaluations prior to the placement of such in their personnel files. A copy of such material shall be given to the Registered Nurse at the time such documents are issued. The Registered Nurse may indicate any agreement or disagreement on the evaluation form and attach comments regarding such agreement or disagreement to the evaluation form. Any area indicated as improvement needed in the evaluation form will be re-discussed with the concerned Registered Nurse, at the latest, approximately six (6) months after the issuance of the evaluation. The Registered Nurse shall sign and date such material only as proof of receipt. The evaluation form

is to be utilized to document the employee's level of performance during the evaluation period and to provide notice to the employee of areas in which improvement is indicated. It is not the intent that performance evaluations are to be used for disciplinary purposes; however, an employee's performance rating and areas in which improvement is needed may reflect disciplinary issues. Behavior standards expected of Registered Nurses shall also be expected of all other Sharp employees including managers. A Bargaining Unit employee may provide written input to his/her second-level supervisor in conjunction with the annual evaluation of his/her first level supervisor.

ARTICLE 11 – SENIORITY

Section 1101: Definition

The seniority of any part-time or full-time employee shall be determined by the initial date of hire by the Employer into a full-time or part-time position. Seniority for such employees shall continue to accrue during the time the employee is continuously employed in a full-time or part-time capacity by the Employer. Seniority for per diem employees and employees working exclusively through Staffing Resource Network shall be based on hours worked as calculated on the basis of 2000 hours worked for each year of seniority credit, and in increments of 500 hours. For example, per diem employees who have worked between 500 hours and 999 hours shall receive seniority credit of $\frac{1}{4}$ year; per diem employees who have worked from 1000 hours to 1499 hours shall receive seniority credit of $\frac{1}{2}$ year, etc. Seniority as specified in this Article shall be relevant only as specified in this Agreement relating to Job Bidding and Job Security.

Section 1102: Loss of Seniority

An employee shall lose seniority for any of the following reasons:

1. Voluntary termination, absent return within 365 days.
2. Discharge.
3. Failing to return within 365 days following the end of all authorized leave(s) of absence or authorized time off, without prior notification to the Employer.
4. Lay-off/position elimination (upon expiration of rights under Section 106).

ARTICLE 12 – JOB POSTINGS & FILLING VACANCIES

Section 1201: Job Postings

All Registered Nurse job vacancies in classifications covered by this Agreement will be posted for seven (7) calendar days in the unit for which there is such vacancy as well as on the Employer's website. The posting will include a description of the open position, the requirements of the position, the qualifications necessary to be considered for the position, the unit, shift, status (i.e., full time/part-time/per diem), and the date the position was posted. The Human Resources Department will also notify the Union of all postings. In all cases, job requirements shall be reasonably related to the work performed.

Section 1202: Application Process

Any Registered Nurse interested in filling a posted vacancy must submit an application for the position on the Employer's website during the seven (7) day posting period. The Employer will select the most qualified applicant for the position. The Employer shall take all factors into consideration, including past performance, education, relevant certifications, recent relevant experience, and communication skills. If two or more applicants are equally qualified for the position, the applicant currently employed in the unit will be selected. If two or more applicants currently employed in the unit are equally qualified or if two or more applicants from outside the unit are equally qualified, the applicant with the most seniority as a Sharp RN will be selected. If no qualified employee submits an application for the position within the posting period, the Employer may seek outside candidates for the position.

Section 1203: Preference for Current Employees

The Association and the Employer agree to make reasonable efforts to make Sharp Health Care the Employer of choice. To support this goal, the Employer shall give preference to current Sharp Employees over outside candidates when filling vacancies, provided the Sharp candidate and the outside candidate are equally qualified for the position. Prior to determining whether the outside candidate is equally qualified, the Employer shall consider whether a current employee who is interested in the vacancy will be made equally qualified by available training, provided such training is consistent with the efficient delivery of quality patient care. The Employer will also make reasonable efforts to train current employees by seniority to fill vacant positions, provided such training is consistent with the efficient delivery of quality patient care.

Section 1204: Review Of Selection Decision

Any applicant who was not selected who believes that she/he was the most qualified applicant, or was as qualified for the position as a junior applicant who was selected, or for any other reason believes that Section 1202 has been misapplied, may pursue the matter through all levels of the grievance procedure; provided that no such grievance may be subject to arbitration under Section 905 of this Agreement.

Section 1205: Trial Period

Registered Nurses who are selected to fill a vacancy or transferred to another assignment shall undergo a new job trial period of thirty (30) calendar days for full-time Registered Nurses and twenty (20) working days for part-time Registered Nurses. Should the Registered Nurse fail to qualify for the position, or elect to return to the former position during the trial period, the Registered Nurse shall be returned to the former job assignment, if available. If the same assignment is not available, the employee will be offered an assignment of equivalent status and shift if available and the employee is qualified for the assignment; provided that the Employer shall have no obligation to create a vacancy of equivalent status and/or shift by bumping or otherwise. If no equivalent position is available, the employee will be offered any vacant position for which she/he is qualified.

Section 1206: Notification Regarding Transfer Request

Registered Nurses who have applied for a posted vacancy will be notified in writing, electronically or telephonically within seven (7) days after the position has been filled as to the selection decision. The interviewing manager will communicate with the Registered Nurse the above options at the time of the interview.

Section 1207: Registered Nurse Vacancies

If a Registered Nurse position under this Agreement becomes vacant and the Employer intends either to not fill the position or to fill it with a non-Registered Nurse employee, the Employer shall notify the State Association of such decision within fifteen (15) days of the date the decision is made to allow the position to remain vacant. In the event the Employer fails to notify the Association as outlined above, the Human Resources Department for the facility will personally meet with the Association, upon its request, to discuss the reasons for such, and the reason why the Association was not timely notified. The Employer will also notify the appropriate Local RN Advisory Committee if a position has been vacant for thirty (30) days without having been posted.

Section 1208: Intra-Unit Transfers

When an opening occurs on a specific shift in a department, the position will be posted in the department for a seven (7) day period. The most senior employee employed in the department with a minimum of one year's seniority in the department, who meets the requirements and qualifications of the position and who applies for the opening within the seven (7) day posting period shall be selected to fill the vacancy. In the case of openings covered by this Section, the position shall not be open to candidates outside the department unless no qualified employee currently employed in the department applies for the position within the seven (7) day intra-department posting period.

ARTICLE 13 – ECONOMIC ACTION

Section 1301: Economic Action

During the term of this Agreement, neither the Association nor the Employer shall either jointly or severally authorize, permit, cause, engage in, sanction, or assist in any work stoppage, boycott, strike, lockout or other form of economic action against the other, nor shall any employee engage in, sanction, assist, or otherwise observe a picket line, legal or illegal, established on or around the premises of the Employer, nor otherwise engage in a sympathy strike. Any employee who violates this Section shall be subject to discipline pursuant to Article 8 of this Agreement.

Section 1302: Employer Action

The Association agrees that a violation of Section 1301 shall cause the Employer irreparable harm and injury and that in the event the Association or any employee covered hereby violates said Section, the Employer may obtain an appropriate temporary restraining order and/or injunctive relief in addition to any other relief to which it may be entitled. By seeking relief under this Section 1302, the Employer is not precluded from taking disciplinary action pursuant to Section 1301 against any employee who violates said Section.

Section 1303: Association Action

In the event of a breach of Section 1301, the Association, its officers and representatives, shall do everything within their power to end or avert such activity.

ARTICLE 14 – HOURS OF WORK & OVERTIME

Section 1401: Payroll Period

The payroll period shall be two weeks, beginning at 12:00 a.m. on Sunday morning and ending at 11:59 p.m. on the second following Saturday.

Section 1402: Work Period

A work period of fourteen (14) consecutive days in lieu of a workweek of seven (7) consecutive days shall be utilized for computation of weekly overtime for all employees working a regular schedule of eight (8) hour shifts. The fourteen-day work period shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. on the second following Saturday. A work period of seven (7) consecutive days shall be utilized for computation of weekly overtime for all employees working a regular schedule of nine (9) or more hours per shift. The seven (7) day work period shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. on the following Saturday.

Section 1403: Shift Differential

Registered Nurses who work at least half of their scheduled shift during either of the following time periods will receive the applicable shift differential for all hours worked during the shift. Registered Nurses who are not working a day shift schedule (a shift which begins anytime between 5:00 a.m. and 11:00 a.m.) and who do not satisfy the condition established in the preceding sentence but who work a block of four (4) or more hours during either of the following time periods will receive the applicable shift differential for all hours worked during the following time periods.

<u>Hours</u>	<u>Differential</u>
3:00 p.m. - 11:30 p.m. (Evening)	\$2.50
11:00 p.m. - 7:30 a.m. (Night)	\$4.25

Section 1404: Schedules and Posting

The Employer will have a monthly, or four (4) week, work schedule reflecting holidays and days off, and the Employer will use its best efforts to post the schedule at least one (1) week in advance. The primary responsibility for scheduling rests with the individual Nurse Supervisors. However, the Employer shall assign to the Nurse Manager the responsibility to monitor scheduling of individual nursing units. Nothing in the foregoing shall preclude the Association from discussing scheduling matters at the Registered Nurse Advisory Committee meetings.

Section 1405: Daily Overtime

Employees who are working an eight (8) hour schedule shall receive one and one-half (1 ½) times their regular rate of pay for all consecutive hours worked after the first eight (8) consecutive hours. Employees who are working a ten (10) hour schedule shall receive one and one-half (1 ½) times their regular rate of pay for all consecutive hours worked after the first ten (10) consecutive hours. All employees shall receive two (2) times their regular rate of pay for all consecutive hours worked after the first twelve (12) consecutive hours.

Section 1406: Weekly Overtime

Employees who are on a seven (7) day work period shall receive time and one-half (1 ½) for all hours worked over forty (40) in one such period. Employees who are on a fourteen (14) day work period shall receive time and one-half (1 ½) for all hours worked over eighty (80) in one such period.

Section 1407: Consecutive Hours

For purposes of calculating daily and weekly overtime, all hours worked consecutively shall be credited toward the day, week, or pay period during which the employee commenced work. Periods of work separated by a break of less than six (6) hours shall be deemed consecutive, excluding call back hours.

Section 1408: Education/Training/Committee Time

If attendance at a committee meeting or educational or training program is mandatory and the Registered Nurse cannot attend without incurring eligibility for overtime pay due to work assignments made by management, then such time of attendance will be considered as time worked for overtime pay purposes.

Section 1409: Weekend Scheduling

Every Registered Nurse shall be regularly scheduled with every other weekend off. Should an employee be required to work on consecutive weekends, the employee shall be relieved of work on a subsequent weekend the employee otherwise would have been scheduled to work. Weekend shifts for employees on a 12-hour schedule include shifts which begin between 7:00 p.m. Friday evening and 6:59 p.m. Sunday evening. Weekend shifts for employees on an 8-hour schedule include shifts which begin between 11:00 p.m. Friday evening and 10:59 p.m. Sunday evening. Employees working the night shift may designate whether the unit's weekend shall be Friday-Saturday or Saturday-Sunday; all other shifts will be considered weekday shifts. Nothing in this Section 1409 is intended to modify current practices in those units in which individual employees working the night shift are currently allowed to designate which days will be their weekend (Friday-Saturday, Saturday-Sunday, or Friday-Sunday), provided all shifts are properly staffed.

Section 1410: Holiday Premium

Registered Nurses who work on Memorial Day, Labor Day, July 4th, Thanksgiving Day, Christmas Day or New Year's Day will be entitled to be paid for such time at one and one-half (1½) of their regular rate of pay, subject to the provisions of Section 1416 of this Agreement. For purposes of this premium, Christmas Day and New Year's Day shall be considered to be from 5:00 p.m. the day before the holiday until 7:00 a.m. the day after the holiday. All other holidays shall be considered to be from 11:00 p.m. the day before the holiday until 7:00 a.m. the day after the holiday. If more than half of the Registered Nurse's hours for the scheduled shift occur during the holiday, the Registered Nurse will receive one and one-half times (1½) their regular rate of pay for all hours worked during the shift. The holiday premium may be paid for up to two (2) shifts for the Christmas Day holiday and for up to two (2) shifts for the New Year's Day holiday, providing all other eligibility requirements of this Section 1410 are met. The holiday premium shall only be paid for one shift per holiday period for all other holidays.

Section 1411: Mandatory Overtime

The Employer recognizes that the maintenance of a regular schedule is necessary so that employees can plan their time away from work and will have sufficient time away from work to rest and recuperate from the demands of their jobs. The Association and the employees recognize that the requirements of attending to particular patients may necessitate that an employee continue to work beyond the end of his/her normally scheduled shift. Accordingly, the Employer will not implement mandatory overtime in order to address chronic staffing

shortages created by the Employer's failure to fill vacancies or to adjust the schedule to address regular patient care requirements.

Section 1412: Rest Periods

Each employee shall be granted a paid rest period in accordance with State and Federal law, including any exceptions thereto relating to union representation and/or this Agreement. Should a Nurse anticipate the inability to take a required rest break, he/she shall make all reasonable efforts to notify the responsible management representative. Should the Employer be unable to provide a required rest break as described above, it shall comply with applicable state law governing Employer responsibilities when the break is missed. Under current law, employees are entitled to a paid ten (10) minute rest period for each four (4) hours worked or major fraction thereof.

Section 1413: Meal Periods

Each employee shall receive meal period(s) in accordance with State and Federal law, including any exceptions thereto relating to union representation and/or this Agreement. Unpaid, unworked meal periods shall not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement. Should a Nurse anticipate the inability to take a required meal break, he/she shall make all reasonable efforts to notify the responsible management representative. Should the Employer be unable to provide a meal break as described above, it shall comply with applicable state law governing Employer responsibilities when the break is missed. Under current law, employees who work a shift of eight (8) hours are normally entitled to be provided with a thirty (30) minute meal period which begins prior to the fifth hour of the employee's shift; employees who work a ten (10) or (12) hour shift must be provided with two unpaid meal periods, the first of which is to be provided so that it begins prior to the fifth hour of the employee's shift; and employees who work a shift of ten (10) to twelve (12) hours are allowed to waive one (1) of their two (2) meal periods but must be provided with a thirty (30) minute meal period during the course of their shift.

If an RN working a shift of twelve (12) hours has signed an appropriate meal waiver, the RN shall be provided with the opportunity to begin his/her meal period no later than the start of the eighth hour of the shift. Effective on April 1, 2012 if the opportunity to begin the meal period is not provided by the beginning of the eighth hour of the shift, the RN will be entitled to a meal break penalty measured by one hour's wages at the RN's regular wage rate for that shift. Any RN who is provided with the opportunity to begin his/her meal period prior to the beginning of the eighth hour of his/her shift and who declines the opportunity shall not be entitled to the penalty. The RN who declines the meal period will indicate on a form provided by Sharp specifically for the purpose of tracking meal breaks that have been declined by RNs.

Section 1414: Cancellation of Scheduled Hours

In the event cancellation of scheduled hours is deemed necessary, the following order shall be followed:

- Category One: Qualified travelers will be sent to float in other units having a need for additional staff, including units at other sites, before any Bargaining Unit employees are canceled.
- Category Two: Registry
- Category Three: Travelers on overtime, call back, or additional hours
- Category Four: Travelers who have not already been cancelled once during the current pay period
- Category Five: SRN employees/employees on overtime, call back or other premium pay status
- Category Six: Volunteer employees
- Category Seven: Employees on straight time additional hours
- Category Eight: Per diem
- Category Nine: All other travelers
- Category Ten: All other employees

Cancellations in Category Six and Ten shall be done by department, on a rotational basis, equitably in the aggregate (including Clinical Supervisors and Leads serving in the Charge Nurse role on that shift when a Charge competent Bargaining Unit RN is present and willing to assume the Charge role for that shift), consistent with patient care needs. Category Six and Ten employees who are cancelled shall not be required to utilize accrued PTO for the hours cancelled.

1. Registered Nurses will assist Management in setting up the rotation and tracking whose turn it is to be on cancellation. Hours canceled will be tracked on an on-going six month basis.
2. Bargaining Unit employees designated as charge shall be included in the rotation for cancellation.
3. An employee whose shift is canceled shall be relieved of all duty during the hours canceled; provided that the Employer may require the employee to be placed on-call for a four (4), six (6), eight (8) or twelve (12) hour block of time, commencing at the beginning of the canceled shift. In such circumstances, the employee shall be compensated pursuant to the on-call and call-back provisions of this Agreement, as applicable, for the duration of the designated block of time. The parties agree that the RN has no further obligations following the end of

the on-call period and that the Employer will not require the RN to report to work after the on-call period has ended.

4. An employee must be given a minimum of two (2) hours prior notice of cancellation; provided that an employee who is given the option to leave immediately and who chooses to do so shall not be entitled to any further pay; and provided further that the employer may rescind the cancellation at any time during the two-hour period without incurring any responsibility for any type of premium pay on account of the prior notice of cancellation or the recession of the notice.

Section 1415: No Pyramiding of Overtime

There shall be no pyramiding of overtime pay for the same hours worked.

Section 1416: Reporting Time Pay

An employee who reports to work but is not put to work or is furnished less than half of the employee's usual or scheduled day's work, will receive the base rate of pay for half of the usual or scheduled day's work, not to be less than two (2) hours nor more than four (4) hours. In lieu of reporting pay, the Employer may assign the employee to other duties, as qualified, normally performed by Bargaining Unit employees. The reporting pay shall be paid at the premium rate if applicable.

Section 1417: Alternative Schedules

Before making a proposal for an alternative workweek schedule, management shall notify UNAC/UHCP and the Local RN Advisory Committee of the contemplated proposal and the reasons why management believes an alternative workweek schedule would be preferable to current unit practice. The Local RN Advisory Committee shall review management's concerns and explore alternatives to an alternative workweek election. If it is determined that an alternative workweek election is still necessary, the procedure for alternative workweek elections required under Wage Order 5-2001, Section 3(C), shall be followed, as modified below:

1. The vote shall be by secret ballot, administered by HR and a representative of the local affiliate, among all full-time and part-time unit employees, and all Per Diem employees assigned to the unit and who have also worked at least 500 hours in the unit during the 6-month period prior to the vote. The alternative schedule will be adopted if it is approved by a vote of 66 2/3 % of the affected employees. In the event the vote results in the employees' wishing to remain on the eight (8) hour work schedule, only one (1) additional vote can be scheduled during the twelve (12) months immediately following the first election (no more than two (2) votes in any twelve (12) month period).
2. Unit employees who do not wish to continue to work in a unit because the schedule has been changed as a result of the vote shall be offered employment in any vacant position for which the employee is qualified. In determining whether the employee is qualified for a

vacancy, the Employer shall take all factors into consideration, including past performance, education, relevant certifications, recent relevant experience, communication skills, critical thinking and judgment and customer satisfaction. If two or more such employees are equally qualified for the position, the most senior of the employees will be selected. The Employer will also make reasonable efforts to train such employees who are not qualified for any current vacant position provided such training is consistent with the efficient delivery of quality patient care.

3. If after implementation of the new schedule, and absent mutual agreement, the new schedule shall remain in effect for a minimum of twelve (12) months. If management then believes that the new schedule does not meet business necessity or patient care requirements, management shall notify UNAC/UHCP and the Local RN Advisory Committee of the reasons why it believes the new schedule is not meeting those needs. The Local RN Advisory Committee shall review management's concerns and explore alternatives to reinstatement of the prior schedule. If it is determined that reinstatement of the prior schedule is necessary, the unit employees shall be given at least 30 days notice prior to reinstatement of the prior schedule. Any unit employee(s) who transferred from the unit or resigned employment as a result of the conversion shall be offered reemployment in the unit in any position within the unit for which the employee is qualified and which is posted within one-hundred eighty (180) days of the employee's transfer or resignation.
4. After a lapse of twelve (12) months, and absent mutual agreement, upon a petition of 33 1/3 % of the full-time and part-time employees assigned to the unit and Per Diem employees assigned to the unit and who have also been scheduled to work at least 500 hours in the unit during the 6-month period prior to the submission of the petition, a new vote by secret ballot shall be held and a vote of 66 2/3 % of the affected employees will be required to reverse the alternative schedule. If the schedule is revoked, the Employer shall comply within forty-five (45) days.
5. All employees assigned to a 12-hour schedule shall receive time and one-half (1½) for the 37th through 40th hour worked in a workweek. A fourth shift within the workweek for employees assigned to a 12-hour schedule shall be paid at time and one-half for the first eight (8) hours and double time for the next four (4) hours.
6. All full-time, part-time and unit-based per diem employees who float to a unit with an alternative workweek schedule will be paid in accordance with the pay practice in the unit floated to. SRN employees will be paid in accordance with the pay practice for the shift they are requested to work.
7. A report of the results of all elections conducted pursuant to this Section 1518 shall be forwarded to the Association.

Section 1418: Distribution of Overtime

The Employer shall attempt to distribute over time work among Registered Nurses, subject to qualifications, in each unit, on each shift on an equitable basis.

ARTICLE 15 – COMPENSATION

Section 1500: Years of Experience

For purposes of this Agreement, Years of Experience as a Registered Nurse shall be measured from the date of the Registered Nurse's graduation with a degree in nursing, provided that the Registered Nurse has not had a period of more than twelve (12) consecutive months absence from active employment as a Registered Nurse. The Registered Nurse shall be required to provide valid documentation of his/her graduation date and a resume identifying dates of active employment as a Registered Nurse, by employer, prior to being placed on the October 2011-September 2014 Wage Schedule ("Wage Schedule") or receiving any wage adjustment(s) /lump sum payments(s) based on his/her Years of Experience; no wage rate increase(s)/lump sum payments(s) shall be made or be effective until such documentation (including resume) has been provided by the Registered Nurse (no retroactivity). Documentation of graduation and information regarding employment as a Registered Nurse pursuant to this Section 1500 shall be subject to verification by the Employer. Any Registered Nurse providing false information shall be subject to discipline, up to and including immediate discharge.

Section 1501: Placement on the Wage Schedule

- A. Initial Placement. All full-time and part-time Registered Nurses employed in a designated classification set forth below in this Section 1501 shall be placed on the Wage Schedule at the beginning of the first payroll period following ratification of this Agreement according to his/her rounded Years of Experience as of October 1, 2011, and shall have his/her regular hourly wage rate adjusted to the rate shown on the Wage Schedule effective the first day of said pay period. Registered Nurses with twenty eight (28) rounded years of RN experience or more shall be placed on Step 29 (28+ years) of the Wage Schedule. For example, a Registered Nurse with twenty (20) months of experience as a Registered Nurse on October 1, 2011 shall have his/her months of experience rounded down to 1 Year of Experience and will be placed on Step 2 of the Wage Schedule; a Registered Nurse with twenty-three (23) months of experience as a Registered Nurse on said date shall have his/her months of experience rounded down to 1 Year of Experience and will also be placed on Step 2 of the Wage Schedule; and a Registered Nurse with twenty-five (25) months of experience as a Registered Nurse as of said date shall have his/her months of experience rounded down to 2 Years of Experience and will be placed on Step 3 of the Wage Schedule.
- B. Registered Nurses Currently Within 3% of Their Step Wage Rate. A Registered Nurse who does not receive a full three percent (3%) increase to his/her wage rate as a result of placement onto the Wage Schedule shall be entitled to a lump sum bonus payment equal to

the product of (i) the difference between three percent (3%) and the percentage increase to the Registered Nurse's regular hourly rate resulting from placement on the Wage Schedule and (ii) the Registered Nurse's regular hourly wage rate prior to placement on the Wage Schedule multiplied by the Registered Nurse's assigned hours per pay period multiplied by the number of pay periods worked by the Registered Nurse during Sharp fiscal year 2011 (September 19, 2010 to September 17, 2011). For example, a .9 FTE Registered Nurse currently receiving a wage rate of \$40.86 whose rounded Years of Experience on October 1, 2011 places him/her at the Step 11 level (\$41.48) and who was employed for the entirety of Sharp fiscal year 2011 would have his/her wage rate adjusted to \$41.48 upon placement and would also be entitled to a lump sum bonus payment of \$1,147.35 (1.5% X \$40.86 X 72 hours X 26 pay periods).

- C. Registered Nurses currently receiving a Wage Rate at or above their Step Level. No Registered Nurse shall suffer a wage reduction as a result of being placed on the Wage Schedule. Any Registered Nurse who does not receive an increase to his/her wage rate upon placement onto the appropriate Step in the Wage Schedule shall be entitled to a lump sum bonus equal to the product of (i) three percent (3%) and (ii) the Registered Nurse's regular hourly wage rate multiplied by the Registered Nurse's assigned hours per pay period multiplied by the number of pay periods worked by the Registered Nurse during Sharp fiscal year 2011 (September 19, 2010 to September 17, 2011). For example, a .9 FTE Registered Nurse currently receiving a wage rate of \$41.60 whose rounded Years of Experience on October 1, 2011 places him/her at the Step 11 level (\$41.48) and who was employed for the entirety of Sharp fiscal year 2011 would not receive a wage rate increase upon placement and would be entitled to a lump sum bonus payment of \$2,336.26 (3% X \$41.60 X 72 hours X 26 pay periods). If the same Registered Nurse was receiving a wage rate of \$41.48 prior to placement, that Registered Nurse would not receive a wage rate increase upon placement and would be entitled to a lump sum bonus payment of \$2,329.52 (3% X \$41.48 X 72 hours X 26 pay periods).

CLINICAL NURSE

Admission Case Manager (2321)
 Admission Nurse (573)
 Associate Clinical Nurse (1103)
 Cancer Patient Navigator (2650)
 Case Manager (1517)
 Case Manager I (1991)
 Case Manager - Frail Elderly (2244)
 Clinical Evaluator I (0411)
 Clinical Nurse (1105)
 Health Promotion RN (1214)
 Home Health Liaison (0537)
 Intake Coordinator (2799)

ADVANCED CLINICIAN

Advanced Clinician (1140)
 ALS Nurse (0188)
 Case Manager II (1992)
 Case Manager-Hospitalist (2117)
 Clinical Educator Hospice (2317)
 Clinical Evaluator II (2105)
 Clinical Evaluator II-Hospitalist (2255)
 Clinical Evaluator II-PAC (2301)
 Diabetes Education Specialist (2300)
 Educator HH (2287)
 Infusion Nurse Specialist (0644)
 MDS Coordinator (1706)

CLINICAL NURSE

IV Specialist I (0428)
Lactation Consultant (0412)
MV CN II (1118)
MV CN III (1119)
Nurse Connection Triage (2005)
Perinatal Educ (0076)
QA Analyst (0067)
RN (2011)
RN Frequency Processor (1775)
RN Post Discharge (1908)
UR/Discharge Planner (0264)
UR/QA Analyst (1770)
UR/QA RN (0148)
UR/UM Analyst (0279)
Wellness Ed Spec (0269)

ADVANCED CLINICIAN

MDS/DC Planner/Rec Coord (2643)
Specialist Educator (0959)
Transplant Specialist (2045)
Trauma Specialist (2043)
WOC Spec (1712)

Section 1502: Wage Rate Increases

- A. Wage Rate Increases in the Second Year -- 9/30/2012 - 9/28/2013. At the beginning of the first pay period in Sharp fiscal year 2013, all Registered Nurses on the Wage Schedule at Steps 1 through 28 shall move down vertically one level and over horizontally one Step level, and will have their wage rate adjusted to the wage rate shown on the Wage Schedule for such Step level. For example, a Registered Nurse who was initially placed in Step 11 (\$41.48) would move down vertically one level and over horizontally one Step level, at which time he/she would be in Step 12 and would have his/her wage rate adjusted to \$42.72.

Registered Nurses who do not receive a full three percent (3%) wage rate increase as a result of such movement shall be entitled to a lump sum payment equal to the product of (i) the difference between three percent (3%) and the percentage increase to the Registered Nurse's regular hourly rate resulting from moving to that Step level and (ii) the Registered Nurse's total earnings during Sharp fiscal year 2012 (September 18, 2011 to September 29, 2012). For example, a Registered Nurse who was initially placed in Step 11 but maintained his/her higher wage rate of \$42.31 after being initially placed at Step 10, and who had total earnings of \$85,000 during Sharp fiscal year 2012, would move down vertically one level and over horizontally one Step level, at which time he/she would have his/her wage rate adjusted to \$42.72, and would also be entitled to a lump sum bonus payment of \$1,700.00 (2% X \$85,000).

No Registered Nurse shall receive a wage rate reduction as the result of such movement. Registered Nurses who do not receive any wage rate increase as a result of such movement shall be entitled to a lump sum payment equal to the product of (i) three percent (3%) and

(ii) the Registered Nurse's total earnings during Sharp fiscal year 2012 (September 18, 2011 to September 29, 2012). For example, a Registered Nurse who was initially placed in Step 11 but maintained his/her higher wage rate of \$42.72 after being initially placed at Step 11, and who had total earnings of \$85,000 during Sharp fiscal year 2012, would not have her wage rate reduced and would be entitled to a lump sum bonus payment of \$2,550.00 (3% X \$85,000).

At the beginning of the first pay period in Sharp fiscal year 2013, all Registered Nurses on the Wage Schedule at Step 29 at the end of Sharp fiscal year 2012 shall receive a three percent (3%) increase to their wage rate without regard to the wage rates shown on the Wage Schedule. For example, a Registered Nurse who was initially placed in Step 29 (\$52.51) would have his/her wage rate adjusted to \$54.09.

Any Associate Clinical Nurse who does not have 365 days of experience as an RN on September 29, 2012 shall remain in Step 1 but shall move vertically down one level and have his/her wage rate adjusted to the wage rate shown in the Wage Schedule, and shall also be entitled to a lump sum bonus payment equal to the product of (i) the difference between three percent (3%) and the percentage increase to the Associate Clinical Nurse's regular hourly rate resulting from placement on the Wage Schedule and (ii) the Associate Clinical Nurse's regular hourly wage rate prior to such vertical movement multiplied by the Associate Clinical Nurse's eligible earnings during the prior Sharp fiscal year. No Associate Clinical Nurse shall be eligible to move over horizontally to Step 2 unless he/she has at least 365 days of experience as an RN on September 29, 2012.

- B. Wage Rate Increases in the Third Year -- 9/29/2013 - 9/27/2014. At the beginning of the first pay period in Sharp fiscal year 2014, all Registered Nurses on the Wage Schedule at Steps 1 through 28 shall move down vertically one level and over horizontally one Step level, and will have their wage rate adjusted to the wage rate shown on the Wage Schedule for that Step level. For example, a Registered Nurse who was in Step 11 (\$42.10/hour) during Sharp fiscal year 2013 would move down vertically one level and over horizontally one Step level, at which time he/she would be in Step 12 and would have his/her wage rate adjusted to \$43.36.

Registered Nurses who do not receive a full three percent (3%) wage rate increase as a result of such movement shall be entitled to a lump sum payment equal to the product of (i) the difference between three percent (3%) and the percentage increase to the Registered Nurse's regular hourly rate resulting from moving to that Step level and (ii) the Registered Nurse's total earnings during Sharp fiscal year 2013 (September 30, 2012 to September 28, 2013), similar to the calculation methodology set forth in section 1502A.

No Registered Nurse shall receive a wage rate reduction as the result of such movement. Registered Nurses who do not receive any wage rate increase as a result of such movement shall be entitled to a lump sum payment equal to the product of (i) three percent (3%) and

(ii) the Registered Nurse's total earnings during Sharp fiscal year 2013 (September 30, 2012 to September 28, 2013), similar to the calculation methodology set forth in section 1502A.

At the beginning of the first pay period in Sharp fiscal year 2014, all Registered Nurses on the Wage Schedule at Step 29 at the end of Sharp fiscal year 2013 shall receive a three percent (3%) increase to their wage rate without regard to the wage rates shown on the Wage Schedule. For example, a Registered Nurse who was in Step 29 (\$53.42) during Sharp fiscal year 2013 would have his/her wage rate adjusted to \$55.02.

At the beginning of the first pay period in Sharp fiscal year 2014, all Registered Nurses who were paid a wage rate in excess of the Wage Schedule Step 29 rate at the end of Sharp fiscal year 2013 shall receive a three percent (3%) increase to their wage rate without regard to the wage rates shown on the Wage Schedule. For example, a Registered Nurse who was paid \$54.09 during Sharp fiscal year 2013 would have his/her wage rate adjusted to \$55.71.

Any Associate Clinical Nurse who does not have 365 days of experience as an RN on September 29, 2013 shall remain in Step 1 but shall move vertically down one level and have his/her wage rate adjusted to the wage rate shown in the Wage Schedule, and shall also be entitled to a lump sum bonus payment equal to the product of (i) the difference between three percent (3%) and the percentage increase to the Associate Clinical Nurse's regular hourly rate resulting from placement on the Wage Schedule and (ii) the Associate Clinical Nurse's regular hourly wage rate prior to such vertical movement multiplied by the Associate Clinical Nurse's eligible earnings during the prior Sharp fiscal year. No Associate Clinical Nurse shall be eligible to move over horizontally to Step 2 unless he/she has at least 365 days of experience as an RN on September 29, 2013.

Section 1503: Hiring Criteria

The Employer shall not hire any new Registered Nurse into a straight time hourly wage rate in excess of the then current Years of Experience level as shown on the Wage Schedule. Years of Experience as a Registered Nurse for new hires shall be measured in accordance with Section 1500 and shall be rounded down for initial placement as described in Section 1501. For example, a Registered Nurse who is hired on January 1, 2012 with an RN experience date of January 3, 2008 shall have his/her Years of Experience rounded down to 3 Years of Experience and will be placed on Step 4 of the Wage Schedule.

Section 1504: Classifications

The Associate Clinical Nurse, Clinical Nurse and Advanced Clinician classifications shall be applied as follows:

Associate Clinical Nurse: New graduates who have not met the competencies; placed on Wage Schedule at Step 1, less than one year of RN experience.

Clinical Nurse: Registered Nurses who have at least one (1) year of experience working as an RN.

Advanced Clinician: The Advanced Clinician classification shall be available to experienced RNs who have demonstrated mastery of advanced competencies and related skills. Advanced Clinician positions shall be posted in accordance with unit requirements.

Section 1505: BSN/Masters Wage Rate Adjustments

Full-time and part-time Registered Nurses employed in the Job Titles set forth in Section 1501 and holding a BSN shall continue to be eligible to receive a differential of four percent (4%) on all hours worked subsequent to providing valid documentation as set forth below. Full-time and part-time Registered Nurses employed in the Job Titles set forth in Section 1501 and holding a Masters degree in a health care related field shall continue to be eligible to receive a differential of six percent (6%) on all hours worked subsequent to providing valid documentation as set forth below, but shall not be eligible for the 4% BSN differential provided for in this Section (RNs with a BSN and a Masters degree in a health care related field receive a total differential of 6%). Registered Nurses requesting differentials in accordance with this Section shall be required to provide valid documentation of his/her degree(s); no differential shall be paid or be effective until such documentation has been provided by the Registered Nurses (no retroactivity). The differentials provided for by this Section shall also be applicable to full-time and part-time Registered Nurses employed in the Job Titles set forth in Section 1501 and hired subsequent to the date this Agreement is ratified.

Per Diem Registered Nurses covered under Sections 1506-1508 below and holding a BSN shall continue to be eligible to receive a differential of \$1.50 per hour on all hours worked subsequent to the providing valid documentation as set forth below, but no sooner than the payroll period beginning on/after 60 days following ratification. Per Diem Registered Nurses covered under Sections 1506-1508 below and holding a Masters degree in a health care related field shall continue to be eligible to receive a differential of \$2.25 per hour on all hours worked subsequent to providing valid documentation as set forth below, but no sooner than the payroll period beginning on/after 60 days following ratification of this Agreement; such Per Diem Registered Nurses shall not be eligible for the BSN differential provided for in this Section (Per Diem RNs with a BSN and a Masters degree in a health care related field receive a total differential of \$2.25). Per Diem Registered Nurses requesting differentials in accordance with

this Section shall be required to provide valid documentation of his/her degree(s); no differential shall be paid or be effective until 60 days following ratification or such documentation has been provided by the Registered Nurses, whichever is later (no retroactivity). The differentials provided for by this Section shall also be applicable to Per Diem Registered Nurses covered by Section 1506-1508 hired subsequent to the date this Agreement is ratified.

Section 1506: Hospital-Based, Home Health and Hospice Per Diems

Hospital-based, Home Health and Hospice per diems shall receive the wage rates set forth below effective the first day of the payroll period on or after the dates indicated.

	<u>10/2/2011</u>	<u>9/30/2012</u>	<u>9/29/2013</u>
Per Diem I	\$38.65	\$39.81	\$41.00
Per Diem II	\$44.08	\$45.40	\$46.77
Per Diem III	\$46.11	\$47.49	\$48.92

The Per Diem I requires a minimum of one (1) year of clinical experience, and requires that the Registered Nurse make a commitment to be scheduled to work a minimum of one (1) or more shifts during each four (4) week period.

The Per Diem II requires a minimum of one (1) year of clinical experience, and requires that the Registered Nurse make a commitment to be scheduled to work a minimum of six (6) or more shifts during each four (4) week period, including a minimum of two (2) weekend shifts, and is available to be scheduled to work at least one (1) major (Thanksgiving, Christmas, and New Year’s) holiday and one (1) minor holiday. Alternatively a Per Diem II (Weekend Only) may require the Registered Nurse to commit to be scheduled to work a minimum of four (4) weekend shifts during each four (4) week period, and also make a commitment to be scheduled to work at least one (1) major holiday and one (1) minor holiday.

The Per Diem III requires a minimum of three (3) years clinical experience, and requires that the Registered Nurse make a commitment to be scheduled to work a minimum of eight (8) 12-hour shifts or twelve (12) 8-hour shifts during each four (4) week period based on the unit schedule, and also make a commitment to be scheduled to work every other weekend, and also make a commitment to be scheduled to work a minor holiday, and also make a commitment to be scheduled to work either Christmas or New Year’s Day depending on unit needs.

Any Registered Nurse who does not meet his/her commitment will be considered a voluntary resignation.

Section 1507: SRN-Based Per Diems

The SRN-based per diems shall receive the wage rates set forth below effective the first day of the payroll period on or after the dates indicated.

	<u>10/2/2011</u>	<u>9/30/2012</u>	<u>9/29/2013</u>
SRN Per Diem I	\$38.65	\$39.81	\$41.00
SRN Per Diem Float	\$46.11	\$47.49	\$48.92

The SRN Per Diem I is a per diem Registered Nurse with (1) year of clinical experience and who is available to work a minimum of two (2) shifts during each six-month period. A SRN Per Diem I nurse may select and be regularly assigned to work in the same unit/department.

The SRN Per Diem Float is a per diem Registered Nurse with one (1) year of clinical experience who is assigned to float, and who is required to be available to work at least four (4) shifts during each four (4) week period, including at least one (1) weekend shift, and to also be available to work one (1) holiday per year as designated by management. A Per Diem Float who is willing to work at multiple entities and is assigned to do so shall receive an additional ten percent (10%) override on the SRN Per Diem Float rate during the relevant payroll period.

Any Registered Nurse who does not meet his/her commitment will be considered a voluntary resignation.

Section 1508: Nurse Connection Per Diems

Nurse Connection Per Diems shall receive the wage rates set forth below effective the first day of the payroll period on or after the dates indicated.

	<u>10/2/2011</u>	<u>9/30/2012</u>	<u>9/29/2013</u>
Nurse Connection Per Diem	\$44.08	\$45.40	\$46.77

The Nurse Connection Per Diem commitment requires that the Registered Nurse make a commitment to be scheduled to work a minimum of six (6) shifts, including at least two (2) weekend shifts, during each four (4) week period, and also be available to work at least one (1) minor holiday each year, and at least one (1) major holiday each year. Alternatively a Nurse Connection Per Diem may commit to work a minimum of four (4) weekend shifts during each four (4) week period, and also be available to work at least one (1) minor holiday each year, and at least one (1) major holiday each year.

Any Registered Nurse who does not meet his/her commitment will be considered a voluntary resignation.

Section 1509: Weekend Clinical Nurse

Registered Nurses employed in the Weekend Clinical Nurse job code 803 shall receive a ten percent (10%) premium above their normal Per Diem III wage rate as set forth in Section 1506 for all weekend shift hours worked in accordance with job code 803 weekend commitment.

Section 1510: On-Call Pay

A Registered Nurse assigned to on-call status shall be paid \$6.25 per hour for each hour spent in an on-call status up to thirty-two (32) hours on-call during a pay period, and \$7.00 an hour for each hour spent in on-call status in excess of thirty-two (32) hours on-call during a pay period. No shift differential applies to on-call hours. If a Registered Nurse's shift is canceled and the Registered Nurse is asked to be on-call, on-call pay begins at the start time of the Registered Nurse's regularly scheduled shift unless otherwise specified by the Employer. Based upon operational considerations, mandatory on-call may be required. If a Registered Nurse is asked to be on-call for a reason other than a canceled shift, on-call pay begins at the time the Registered Nurse is required to be available by phone to work. In the event patient care needs dictate that a Registered Nurse continue to be on-call past the scheduled on-call shift, the Registered Nurse will be paid based upon the hours in on-call status. If the Registered Nurse is scheduled to be on-call following the Registered Nurse's regular shift, on-call pay will not begin until the Registered Nurse's shift has ended, even if the shift is extended as the result of patient care needs. On-call pay ceases when call-back pay starts. The Registered Nurse may not collect both on-call pay and call-back pay for the same hour.

Section 1511: On-Call Status

1. Mandatory on-call will not be used as a substitute for adequate staffing and will not be instituted unless all other options have been explored. Other options may be explored through discussions between the manager and employees working in the unit. Where management believes that institution of mandatory on-call in a unit is necessary, it will notify the RN Advisory Committee for that facility, which shall meet within seven (7) days of notification to review alternatives to mandatory on-call with management. If discussions during this meeting do not result in agreement on an alternative to mandatory on-call, management shall have the right to implement mandatory on-call in the specified unit.
2. In units where mandatory on-call is required, Registered Nurses shall be assigned to on-call status for particular shifts (or four, six, eight, twelve or twenty-four hour blocks) as follows:
 - a. Regular and on-call schedules shall be posted at least three (3) weeks prior to the beginning of the schedule.
 - b. Nurses may voluntarily sign up for available on-call shifts (blocks) until two (2) weeks prior to the beginning of the schedule.

- c. If all on-call shifts (blocks) are not filled during that period (Week One), the Nurses shall, during the second week prior to the commencement of the schedule (Week Two), be required to sign up for open on-call shifts (blocks) in accordance with the requirements of the schedule.
 - d. If all on-call shifts (blocks) are not filled within one (1) week prior to commencement of the schedule, the manager shall assign all Nurses on the schedule to open on-call shifts (blocks) on an equitable rotational basis.
 - e. After the shifts (blocks) have been filled, Nurses may trade assigned on-call shifts (blocks) so long as the trade meets patient care requirements, is not motivated by the creation of additional premium pay requirements, and notification of the trade is given to the manager of the unit. The manager may disapprove a trade only if the trade does not meet patient care requirements or creates unnecessary premium pay.
3. A Registered Nurse called in to work when on-call shall be paid one and one-half times the Nurse's regular rate of pay ("call-back pay"). A Registered Nurse called in to work when on-call will be paid two times the Nurse's regular rate of pay for all call-back hours in excess of twelve (12). In the event a higher overtime or premium rate applies, the Nurse shall receive the applicable higher rate or premium. Call-back pay begins when the Nurse reports to work or begins required work activities.
 4. Nurses in on-call status will not be called back to work as a result of sick calls unless other means of replacement have been attempted.
 5. Notification and discussions with the RN Advisory Committee shall not be required prior to implementation of mandatory on-call if required by exigencies occurring during the period that the schedule is in place, nor shall they be required before management eliminates mandatory on-call in a specific unit. In the former case, the notification and discussions shall take place prior to the expiration of the schedule in place.

Section 1512: Severance Pay

Whenever possible, employees will receive 10 days notice prior to final separation from employment due to elimination of their position and when no alternative position is available. In addition to unemployment benefits, employees who are separated in such circumstances will receive severance pay according to the following schedule:

<u>Service Credit</u>	<u>Severance Pay</u>
Less than 1 year of service	1 week
1 year to the completion of 4 years	2 weeks
5 years to the completion of 9 years	3 weeks

<u>Service Credit</u>	<u>Severance Pay</u>
10 years to the completion of 15 years	4 weeks
16 years to the completion of 20 years	5 weeks
20+ years	6 weeks

Severance pay, along with earned wages and accrued PTO, will be paid in a lump sum on the date of separation from employment. The appropriate withholding of taxes and insurance premiums will be deducted from severance pay, wages and PTO.

Section 1513: Mileage Allowance

The Employer will reimburse employees at the applicable IRS rate for the authorized use of their personal vehicle. Expense checks for Home Health and Hospice employees shall be available in the Department Office by the twentieth (20th) of the month after the expenses were incurred, provided that the employee timely submits his/her paperwork for reimbursement.

Section 1514: Incentive Plans

All Bargaining Unit employees shall be eligible to participate in any incentive plan which is in effect for Bargaining Unit employees in accordance with the eligibility requirements thereof. The Employer shall have the right to create, alter, modify or discontinue any such plan(s), provided that the Employer shall place such item(s) on the agenda for the System RN Advisory Committee prior to doing so. If System Committee discussions do not result in agreement on such item(s), the Employer shall have the right to implement the proposed creation, alteration, or modification. If the Employer wishes to implement and/or discontinue an incentive plan in a particular unit(s), it shall place such item(s) on the agenda for the appropriate Local RN Advisory Committee. If the Local Committee discussions do not result in agreement on such item(s), the Employer shall have the right to implement and/or discontinue the incentive plan in the particular unit(s).

Section 1515: Charge Nurse Differential

A charge nurse differential of two dollars and fifty cents (\$2.50) per hour will be paid for hours worked in charge in an inpatient or outpatient department where the RN has been designated by management to serve in the charge nurse role during those hours; provided that the registered nurse must have the charge responsibility for at least 2 hours during his/her shift to qualify for the differential.

Section 1516: Preceptor Role and Differential

The preceptor role in teaching and developing newly hired and/or new graduate Registered Nurses is a valued skill. The preceptor has a vital role in staff retention, with the responsibility to orient staff beyond just the clinical role, in helping new staff to understand and successfully transition to the culture of the unit and organization, and gain acceptance from other staff.

A preceptor differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Registered Nurses who have been designated by the unit manager to serve in the preceptor role for all hours actually spent by the Registered Nurse serving in the preceptor role. The assignment of preceptor duties to a registered Nurse shall be at the manager's discretion based on unit needs.

ARTICLE 16 – PAID TIME OFF PROGRAMS

Section 1601: Eligibility

Sharp HealthCare offers Paid Time Off (PTO) and Extended Sick Insurance (ESI) benefits to persons employed throughout the Sharp HealthCare System. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in the PTO and ESI benefit programs under the same conditions as non-Bargaining Unit personnel. The Employer shall have the right to unilaterally modify or eliminate its PTO and ESI benefit programs, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand.

Section 1602: Floating Holiday

All full-time and part-time Registered Nurses with twenty (20) or more years service credit with the Employer shall be eligible to accrue an additional eight (8) hours of PTO.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1701: Leave of Absence Conditions

Unless otherwise required by state or federal law or application of the Employer's Leaves of Absence Policy #04001, the following shall apply to all leaves of absences authorized or permitted under this Article XVII:

1. The maximum duration for any combination of leaves of absences referenced in this Article shall be twenty-four (24) weeks during any twelve (12) month period. The "Rolling 12-Month Period Method" shall be used to determine the 12-month measurement period.
2. An employee shall not be entitled to any benefits (i.e., health insurance, life insurance, etc.) otherwise available to that employee when not on a leave of absence during any period beyond the first 168 days or 24 weeks of the leave(s) of absence(s) in any one 12 month period; provided that the employee shall be entitled to exercise the employee's rights under COBRA thereafter.

3. An employee on a leave of absence who accepts employment outside Sharp HealthCare that is incompatible with the rationale for leave of absence or Sharp policy, or fails to return to work on the next regularly scheduled workday following expiration of the leave, absent extension, will be considered to have voluntarily terminated employment with the Employer.
4. Employees who return to work within three hundred sixty-five (365) days of the end of their leave(s) of absence(s) shall have their service credit, benefit eligibility and accrued unused Extended Sick Insurance (ESI) restored.
5. An employee who timely returns from a leave of absence shall be eligible to return to the same or similar open position or, failing that, a position of equivalent status and shift.

Section 1702: Military Leave

A leave of absence for military service commitment shall be granted to all employees. Employees who are in reserve service shall be allowed to utilize accrued PTO during their annual two-week commitment. In no other circumstances will employees be entitled to a paid leave of absence for military service. Each employee who applies for re-employment after the conclusion of military service shall be granted such re-employment rights as are provided by then existing statutes. It is understood that the employee must make application for re-employment within the time limits specified under the law.

Section 1703: Personal Leaves of Absence

A personal leave of absence without pay may be granted for a specific time period not to exceed thirty (30) consecutive calendar days, subject to operational and patient care requirements. A personal leave of absence may not be taken unless the employee is not eligible for a leave of absence under any other provision of this Article or state or federal law and unless the employee has also exhausted all accrued Paid Time Off (PTO). Only one personal leave of absence may be taken during any twelve (12) month period. A non-emergency personal leave of absence must be requested at least fourteen (14) days in advance.

Section 1704: Family Leave of Absence

The Employer 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 and the provisions of the Paid Family Leave Act SB 1661. The Employer shall also comply with the provisions of the California Family School Partnership Act, the provisions of which are separate and apart from the CFRA and FMLA, and will be administered as such by the Employer.

Section 1705: Occupational Injury or Illness Leave of Absence

Commencing on the first day of employment for those absences covered by Worker's Compensation, a Registered Nurse's leave of absence shall be continuous to the extent required by California law until such time as said Registered Nurse has been released by the attending physician from the period of temporary disability and is medically determined to be capable of, and qualified for, performing the essential functions of the job with or without reasonable accommodation.

The Employer shall place Registered Nurses released to return to work from an occupational injury or illness without medical restrictions to their former position or a comparable position, if the former position is no longer available, at their regular rate of pay as soon as reasonable, not to exceed seven (7) days.

The Employer will place Registered Nurses released to return to work from an occupational injury or illness on a permanently restricted basis in the former job provided the Registered Nurse is medically determined to be permanent and stationary and qualified and capable of performing the essential functions of the job, with or without reasonable accommodation, and provided that the former job is still available. If the Registered Nurse is unable to perform the essential functions of their former job with or without reasonable accommodation, that Registered Nurse has the opportunity to bid on any job vacancy he/she is medically capable of and qualified to perform, with or without reasonable accommodation, per their medical restrictions and limitations. Where there is no appropriate job the Employer will provide vocational/rehabilitation training program benefits as required by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code.

Upon release from the attending physician for occupational injury or illness the Employer may request that the Registered Nurse provide a return-to-work authorization containing the name of physician, physician's signature, and clarification of disability sufficiently to allow the Employer to make appropriate determination of jobs the Registered Nurse can perform, if any, and date released to return to work.

Nothing in Section 1705 shall diminish or otherwise alter the employee's or the Employer's rights under California law governing worker's compensation, nor to arbitrate any issue if the arbitrator's decision on the issue would not be binding on the Worker's Compensation Appeals Board.

Section 1706: Bereavement Leave

Regular Registered Nurses having a death in their immediate family will be granted up to twenty-four (24) hours bereavement leave with pay. For the purpose of bereavement leave, immediate family includes: parent, step-parent, spouse, domestic partner, child, step-child, sibling, in-laws, legal guardian, legal ward, grandparent, and grandchild.

Regular employees may request approval to extend their bereavement leave by up to thirty-six (36) additional hours. Employees eligible for and having available Extended Sick Insurance (ESI) shall utilize ESI for this extended bereavement leave, up to a maximum of thirty-six (36) hours of ESI. Employees having insufficient ESI may request approval to extend their bereavement leave without pay by up to thirty-six (36) additional hours.

Employees ineligible for bereavement leave under Section 1706 shall be afforded leave without pay for twenty-four (24) hours of bereavement leave and may request an additional thirty-six (36) hours of leave without pay.

Bereavement leave must be taken on consecutive days and in conjunction with the death.

Section 1707: Medical Appointments

It is understood that employees will make every effort to schedule medical appointments during non-work hours.

Section 1708: Jury Duty

Employees will receive up to eighty (80) hours of their base rate annually for hours lost as a result of jury duty. Employees shall provide the Employer with verification of jury duty attendance as provided by the court upon return to work.

An employee must notify the Employer within five (5) days of receipt of summons to report for jury duty in order to be eligible for jury duty pay. The amount of leave granted will be directly related to the time required to serve. During the period of jury service, the employee shall not be required to meet his or her assigned scheduled hours; provided, however, that employees who have served less than four (4) hours in a day in jury duty may be required to report to work that day. Employees who have served four (4) or more hours in a day in jury duty may report to work that day, at the employee's option. When employees are on telephone alert, they shall report to work on that day. Employees who serve as jurors for four (4) or more days during any one (1) calendar week shall not be required to work on the following weekend.

Jury duty pay shall be provided for night shift Registered Nurses if the Registered Nurse does not work his/her shift scheduled to begin the day before and/or the day of his/her jury service.

Section 1709: Catastrophic Leave

An employee who is disabled because of a catastrophic illness or injury, and who has exhausted all leave offered as an accommodation under application state and federal law, and who is still in active treatment/therapy for his/her condition, shall be eligible to apply for and receive a catastrophic leave of absence. Such leave shall continue ongoing until the employee is released back to work, providing that the employee shall be required to provide documentation of continuing treatment/therapy every quarter during the course of the leave.

ARTICLE 18 – HEALTH, DENTAL AND INSURANCE PLANS

Section 1801: Medical Coverage

The Employer currently offers two different Sharp Health Plan HMOs which are available to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of those plans. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in those plans in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plans, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. The Employer shall provide referrals to Per Diem Registered Nurses wishing to purchase insurance for medical coverage. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1802: Dental Coverage

The Employer currently offers two different dental plans which are available to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of those plans. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in those plans in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plans, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. The Employer shall provide independent broker referrals to Per Diem Registered Nurses wishing to purchase private insurance for dental coverage; however, Per Diem Registered Nurses shall not be eligible to purchase such private insurance through payroll deduction. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1803: Group Life Insurance and Dependent Life Insurance

The Employer currently offers basic life insurance coverage, supplemental life insurance coverage and dependent life insurance coverage to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of those plans. All full-time and part-

time Bargaining Unit Registered Nurses shall be eligible to participate in those plans in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plans, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1804: Personal Accident Insurance

The Employer currently offers personal accident insurance coverage which is available to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of the plan. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in this plan in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plan, provided that the Employer shall not alter or modify such plan if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1805: Long-Term Disability Benefits

The Employer currently offers long-term disability benefits to all persons employed in the Sharp HealthCare system in accordance with the eligibility requirements thereof. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to receive such benefits in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such benefits, provided that the Employer shall not alter or modify such benefits if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

ARTICLE 19 – MEDICAL MALPRACTICE INSURANCE

Section 1901: Coverage

The Employer carries medical malpractice insurance coverage which includes Registered Nurses in its employ. The Employer will hold its employees harmless from any liability where the liability is imposed because of negligent acts of an employee in the course and scope of employment.

ARTICLE 20 – EDUCATION

Section 2001: Education Assistance Program

The parties agree that there is significant value in improving patient care through Registered Nurse Educational opportunities. To facilitate that improvement, the parties agree to an Educational Assistance Program for all Registered Nurses at Sharp HealthCare.

The assistance program is to be used for registration, tuition and text books as they relate to Continuing Education Units as required under the BRN requirements and/or courses otherwise covered by the Employer's established educational assistance policy. Full-time personnel will become eligible for educational assistance of up to \$1000 reimbursement following thirty (30) days of continuous employment with Sharp HealthCare. Part-time personnel will be eligible on a pro rata basis following thirty (30) days of continuous employment.

The Employer will also reimburse Registered Nurses who are enrolled in an accredited degree program up to an additional \$1000 annually for registration, tuition and text books for such programs.

Registered Nurses with more than twenty (20) years experience as a RN at Sharp HealthCare, including service as a RN at its predecessor entities, shall also be allowed to utilize a portion of the educational assistance provided for by this Section 2001 for travel and/or lodging in relation to attendance at Continuing Education resulting in Continuing Education Units as required by the BRN.

For bargaining unit Registered Nurses who are on an approved leave of absence and who are enrolled in Continuing Education Units during such leave shall, thirty (30) days after returning from said leave, be eligible for reimbursement as provided above.

Section 2002: Meeting and Training Time Pay

Registered Nurses who are required by the Employer to attend work related or work sponsored meetings, trainings, lectures, seminars and programs conducted by the Employer during the Registered Nurse's scheduled days off shall be compensated a minimum of two (2) hours for such attendance. Registered Nurses shall not be compensated for voluntary attendance at

trainings, lectures, seminars or programs where the Registered Nurses' attendance is not required by the Employer. Should the Employer require a Registered Nurse to come in prior to their shift or stay after their shift to attend work related or work sponsored meetings, trainings, lectures, seminars and programs, the Registered Nurse shall be paid overtime for such attendance in accordance with any applicable overtime provisions in the contract. Time spent in Sharp sponsored CPR certification shall be compensated at the RN's hourly rate of pay.

Section 2003: Employer-Sponsored Education

The Employer desires to provide all Registered Nurses the opportunity to improve their skills and receive training which will allow them to meet the eligibility requirements for any position in the Bargaining Unit. The Employer provides meetings, training, lectures, seminars and programs free of charge to its Registered Nurses for the purpose of preparing Registered Nurses for advancement to any position in the Bargaining Unit. Registered Nurses shall not be paid for their own time spent in attending such education.

Section 2004: Support for Educational Advancement

Registered Nurses who are enrolled in a program resulting in a Bachelor of Science in Nursing (BSN) or Master of Science in Nursing (MSN) shall be eligible for reimbursement for tuition and text books for such programs pursuant to Section 2001 above.

Section 2005: Reimbursement for National Certification Examination in Specialty Areas

Registered Nurses who complete and successfully pass their initial certification exam for specialty areas endorsed by the American Nurses Credentialing Center (ANCC), or who renew such certification, shall be eligible for reimbursement of up to \$400.00 per year for such exams/renewal fee.

ARTICLE 21 – SAVINGS CLAUSE

Section 2101: Savings Clause

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 22 – SAFETY AND HEALTH

Section 2201: Policy

It shall continue to be the policy of the Employer that the safety of all employees, the protection of work areas, safety education, safety practices and the prevention of accidents shall be a continuing and integral part of employment by the Employer and the ultimate responsibility of

the Employer. The Employer shall provide employees a work environment that is free from hostile, abusive and disrespectful behavior, and to provide employees with safe equipment.

Section 2202: Responsibility of Employees

It shall also be the responsibility of all employees to cooperate in programs to promote safety to employees and to the public, including participation on committees, and compliance with rules promulgated to promote safety and a violence-free workplace. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures. The Employer, the Association and the Bargaining Unit recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health.

Section 2203: Infectious or Contagious Disease

A Registered Nurse who may be at risk of exposure to an infectious agent or agents as the result of responsibilities for the care of a patient shall be informed of that patient's diagnosis or possible diagnosis by the Hospital according to the Hospital policy and procedure.

Section 2204: Response Teams

The Employer will continue to maintain trained response teams which will respond to all emergency situations where physical violence or the threat of physical violence occur. The Employer shall record and report these incidents. All such records shall be made available to the Union.

Section 2205: Employee Assaults

The Employer shall continue to encourage employees who are victims of verbal and physical assault in the workplace to recognize the potential emotional impact of such incidents and will continue to offer counseling or other delayed stress debriefing. Employees who are assaulted at work and are unable to continue working shall continue to be given the opportunity to be free from duty without loss of pay for the remainder of the employee's scheduled shift.

ARTICLE 23 – FULL NEGOTIATIONS, COMPLETE AGREEMENT AND WAIVER

Section 2301: Full Negotiations

The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this Agreement.

Section 2302: Past Practices

All past practices existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement unless: (1) they have been consistently applied for a substantial period of time as the result of mutual understanding and consent, and with the actual knowledge of the parties, are not inconsistent or at variance with specific rights or obligations set forth in this Agreement, and do not fall within any of the areas of RN Advisory Committee responsibility enumerated at Section 409 of this Agreement; or (2) they are memorialized in a written policy of universal application throughout the Sharp system which has been approved by the Vice President of Human Resources ("General Practices"). General Practices may not be changed during the term of this Agreement unless the changes are made on a universal, system-wide basis. Any practices occurring subsequent to the effective date of this Agreement shall not evidence or be used to establish a practice binding in any way upon the Employer, unless expressly agreed to as such in a writing signed by the parties hereto.

Section 2303: Complete Agreement

Based upon Sections 2301 and 2302 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 the Employer's responsibilities, duties and obligations to the Association and 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 2304: Waiver

Notwithstanding the provisions of Section 102 of this Agreement, the Employer and the Association, 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 2305: Maintenance of Equivalent Benefits

Bargaining Unit employees shall receive no less favorable general benefits involving shift differential rates, reporting time pay, on-call pay, severance pay, holidays, holiday premiums, and vacation benefits than Sharp HealthCare provides to non-bargaining unit employees.

ARTICLE 24 – RETIREMENT PLANS

Section 2401: Eligibility

Sharp HealthCare currently offers the SharpSaver Retirement Plan and a Tax Deferred 403(b) Plan to all employees employed throughout the Sharp HealthCare System. All Bargaining Unit Registered Nurses shall be eligible to participate in the Plans under the same conditions as non-Bargaining Unit personnel. The Employer shall have the right to unilaterally modify or eliminate either or both Plans, provided that the Employer shall not modify or eliminate such Plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. The Employer's rights set forth in this Section 2401 shall continue subsequent to the expiration of this agreement.

ARTICLE 25 – RETIREE MEDICAL BENEFITS

Section 2501: Eligibility

Any Registered Nurse who retires at/after age 55, who has 20 or more years of experience as a Sharp Registered Nurse (measured by adjusted hire date) at the time of retirement, who is a participant in the Sharp medical plan at the time of retirement, and who has exhausted COBRA and Cal-COBRA for 36 months following retirement, is eligible to participate in the Sharp Retiree Medical Continuation Coverage Plan ("Plan"). Employees who are Medicare eligible are not eligible for this Plan.

Section 2502: Medical Plan Options

All eligible retirees as described in Section 2501 above shall have a one-time option, which must be exercised during the ninety (90) day period prior to exhaustion of COBRA and Cal-COBRA, to enroll/continue in the Basic HMO medical plan available to Sharp employees. The retiree may select employee-only, employee and spouse, or employee and dependents coverage depending on the employee's coverage at the time Cal-COBRA is exhausted. The Employer will send a written notice to the eligible retiree, at his or her last known address, within thirty (30) days prior to the commencement of the ninety (90) day period referenced above, advising the Employee that they have such option as described above.

Section 2503: Premium

The retiree shall be responsible to pay 100% of the Group Premium Rate for the plan selected, which Group Premium Rate shall be subject to adjustment annually. The Union waives any rights to bargain with the Employer over any adjustments to the Group Premium Rate, or implementation of such adjustment.

Section 2504: Coverage Period

Eligible Registered Nurses shall be eligible to purchase the retiree health care benefit until they become eligible for Medicare. Dependents and spouses shall not be eligible for such coverage when they become eligible for Medicare.

ARTICLE 26 – DURATION

Section 2601: Duration

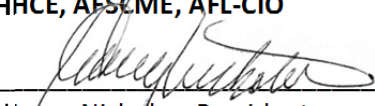
This Agreement shall be effective as of the date of the Employer's receipt of written confirmation from the Union that the Agreement has been ratified, and shall remain in full force and effect from said date to September 30, 2014. Either party may terminate this Agreement and cause it to expire at any time subsequent to September 30, 2014 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) day notice period.

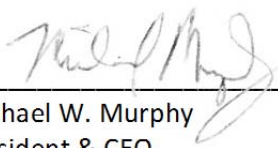
ARTICLE 27 – SIGNATURES

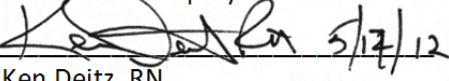
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below:

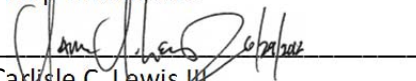
**SHARP PROFESSIONAL NURSES NETWORK,
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS,
NUHCE, AFSCE, AFL-CIO**


**SAN DIEGO HOSPITAL ASSOCIATION
d/b/a/ SHARP HEALTHCARE**


/s/ 
Henry Nicholas, President
National Union of Hospital &
Health Care Employees

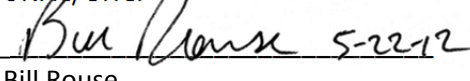
/s/  6/25/12
Michael W. Murphy
President & CEO
Sharp HealthCare

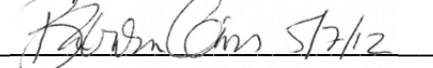
/s/  5/17/12
Ken Deitz, RN
President
UNAC/UHCP

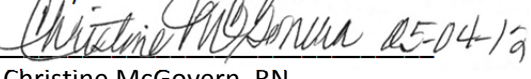
/s/  6/29/12
Carlisle C. Lewis III
Sr. Vice President
Sharp HealthCare

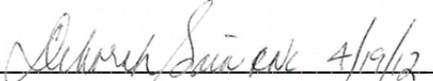
/s/  5/1/12
Barbara Blake, RN
Secretary/Treasurer
UNAC/UHCP

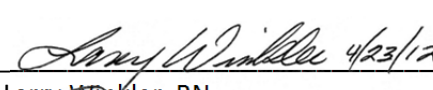
/s/  7/2/12
Daniel Gross, EVP
Hospital Operations
Sharp HealthCare

/s/  5-22-12
Bill Rouse
Executive Assistant to the Officers
UNAC/UHCP

/s/  5/7/12
Barbara Lewis
Director of Collective Bargaining & Representation
UNAC/UHCP

/s/  05-04-12
Christine McGovern, RN
SPNN President

/s/  4/19/12
Deborah Saia, RN
SPNN Vice President

/s/  4/23/12
Larry Winkler, RN
SPNN Treasurer

/s/ Lois K. Klepin 4/26/12
Lois Klepin, RN
SPNN Secretary/Chair Coronado

/s/ Catherin Albus 4.29.12
Catherine Albus, RN
Chair Metro

/s/ Gail Berhalter 5/1/12
Gail Berhalter, RN
Co-Chair Chula Vista

/s/ Julie Braatz 4/25/12
Julie Braatz, RN
Co-Chair Mesa Vista

/s/ Karen Cubelo RN 0503/12
Karen Cubelo, RN
Chair Non-Hospital

/s/ Carole DeVito 4/2/12
Carole DeVito, RN
Co-Chair Metro

/s/ Jan Hodgson 5/1/12
Jan Hodgson, RN
Co-Chair Non-Hospital

/s/ Sandra Powers 5/2/2012
Sandra Powers, RN
Chair Chula Vista

/s/ Inese Redondo 4/25/12
Inese Redondo, RN
Chair Mesa Vista

/s/ Barbara Dent 5/3/12
Barbara Dent, RN
Staff Representative

/s/ Becky Motlagh 5-3-12
Becky Motlagh, RN
Staff Representative

OCTOBER 2011 – SEPTEMBER 2014 WAGE RATE SCHEDULE

<u>Clinical Nurse</u>	<u>Step 1 < 1 yr</u>	<u>Step 2 1 yr</u>	<u>Step 3 2 yrs</u>	<u>Step 4 3 yrs</u>	<u>Step 5 4 yrs</u>	<u>Step 6 5 yrs</u>	<u>Step 7 6 yrs</u>	<u>Step 8 7 yrs</u>	<u>Step 9 8yrs</u>	<u>Step 10 9 yrs</u>
10/1/11-9/30/12	33.85	34.70	35.57	36.28	37.01	37.75	38.51	39.28	40.07	40.87
10/1/12-9/30/13	34.53	34.87	35.74	36.64	37.37	38.12	38.88	39.67	40.46	41.27
10/1/13-9/30/14	35.22	35.56	35.91	36.81	37.74	38.49	39.26	40.05	40.86	41.67
<u>Clinical Nurse</u>	<u>Step 11 10 yrs</u>	<u>Step 12 11 yrs</u>	<u>Step 13 12 yrs</u>	<u>Step 14 13 yrs</u>	<u>Step 15 14 yrs</u>	<u>Step 16 15 yrs</u>	<u>Step 17 16 yrs</u>	<u>Step 18 17 yrs</u>	<u>Step 19 18 yrs</u>	<u>Step 20 19 yrs</u>
10/1/11-9/30/12	41.48	42.10	42.73	43.37	44.02	44.68	45.24	45.81	46.38	46.96
10/1/12-9/30/13	42.10	42.72	43.36	44.01	44.67	45.34	46.02	46.60	47.18	47.77
10/1/13-9/30/14	42.51	43.36	44.01	44.66	45.33	46.01	46.70	47.40	48.00	48.60
<u>Clinical Nurse</u>	<u>Step 21 20 yrs</u>	<u>Step 22 21 yrs</u>	<u>Step 23 22 yrs</u>	<u>Step 24 23 yrs</u>	<u>Step 25 24 yrs</u>	<u>Step 26 25 yrs</u>	<u>Step 27 26 yrs</u>	<u>Step 28 27 yrs</u>	<u>Step 29 28 yrs +</u>	
10/1/11-9/30/12	47.55	48.14	48.74	49.35	49.97	50.59	51.22	51.86	52.51	
10/1/12-9/30/13	48.37	48.98	49.58	50.20	50.83	51.47	52.11	52.76	53.42	
10/1/13-9/30/14	49.20	49.82	50.45	51.07	51.71	52.36	53.01	53.67	54.34	

OCTOBER 2011 – SEPTEMBER 2014 WAGE RATE SCHEDULE

<u>Advanced Clinician</u>	<u>Step 1 < 1 yr</u>	<u>Step 2 1 yr</u>	<u>Step 3 2 yrs</u>	<u>Step 4 3 yrs</u>	<u>Step 5 4 yrs</u>	<u>Step 6 5 yrs</u>	<u>Step 7 6 yrs</u>	<u>Step 8 7 yrs</u>	<u>Step 9 8yrs</u>	<u>Step 10 9 yrs</u>
Union Year 1 10/1/2011	na	na	38.42	39.18	39.97	40.77	41.59	42.42	43.28	44.14
10/1/12-9/30/13	na	na	39.19	39.57	40.36	41.17	41.99	42.84	43.69	44.58
10/1/13-9/30/14	na	na	39.97	40.36	40.76	41.57	42.40	43.25	44.12	45.00

<u>Advanced Clinician</u>	<u>Step 11 10 yrs</u>	<u>Step 12 11 yrs</u>	<u>Step 13 12 yrs</u>	<u>Step 14 13 yrs</u>	<u>Step 15 14 yrs</u>	<u>Step 16 15 yrs</u>	<u>Step 17 16 yrs</u>	<u>Step 18 17 yrs</u>	<u>Step 19 18 yrs</u>	<u>Step 20 19 yrs</u>
Union Year 1 10/1/2011	44.80	45.47	46.15	46.84	47.54	48.25	48.86	49.47	50.09	50.72
10/1/12-9/30/13	45.46	46.14	46.83	47.53	48.25	48.97	49.70	50.33	50.95	51.59
10/1/13-9/30/14	45.92	46.83	47.53	48.24	48.96	49.69	50.44	51.19	51.84	52.48

<u>Advanced Clinician</u>	<u>Step 21 20 yrs</u>	<u>Step 22 21 yrs</u>	<u>Step 23 22 yrs</u>	<u>Step 24 23 yrs</u>	<u>Step 25 24 yrs</u>	<u>Step 26 25 yrs</u>	<u>Step 27 26 yrs</u>	<u>Step 28 27 yrs</u>	<u>Step 29 28 yrs +</u>
Union Year 1 10/1/2011	51.35	51.99	52.64	53.30	53.97	54.64	55.32	56.01	56.71
10/1/12-9/30/13	52.24	52.89	53.55	54.22	54.90	55.59	56.28	56.98	57.69
10/1/13-9/30/14	53.14	53.81	54.48	55.16	55.85	56.55	57.26	57.97	58.69

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