

TA 1/9/26

For SPNN

T.A.
for Sharpness
1/9/26 B.A.

John Marin
Hay Miller

SHARP HEALTHCARE CONFIDENTIAL OFF THE RECORD
SUPPOSAL TO SPNN-UNAC/UHCP
NON-ECONOMIC ITEMS PART OF OVERALL PACKAGE PROPOSAL -
JANUARY 8, 2026

(TTA) Article 1 – Recognition – Parties have agreed to the Union's proposal dated November 13, 2025 (TTA on language, no meeting of the minds regarding Section 1.06)

(TTA) Article 3 – Management Rights – Sharp agrees to Union's supposal dated December 23, 2025 – See attached draft of supposal which clarifies parties' agreement

(TTA) Article 4 – Patient Care Advocacy, Supervision and Professional Responsibility – Sharp maintains/holds its proposal dated November 12, 2025

Article 5 – Union Membership – See attached supposal dated January 8, 2026

(TTA) Article 7 – Association Representation – Sharp holds on its proposal dated November 12, 2025

(TTA) Article 8 – Corrective Action – Sharp holds on its proposal dated November 19, 2025 (added Union's clarifications to Section 80x)

(TTA) Article 9 – Grievance and Arbitration – Sharp holds on its proposal dated November 19, 2025 (agrees to Union's clarification in Section 905)

(TTA) Article 13 – Work Stoppages – Parties have agreed to Sharp's supposal dated December 23, 2025

(TTA) Article 14 – Hours of Work and Overtime – Parties have agreed to Sharp's proposal dated November 18, 2025

(TTA) Article 17 – Leaves of Absences – Sharp holds on its proposal dated November 19, 2025 (incorporates Union's proposed revision from 11/18)

(TTA) Article 18 – Health, Dental and Insurance Plans - Parties have agreed to Sharp's proposal dated November 18, 2025

(TTA) Article 27 – Floating and Cancellations – Parties have agreed to Union's proposal dated November 13, 2025

(TTA) Article 28 – Technology – Parties have agreed to Sharp's proposal dated November 5, 2025

(TTA) Article 30 – Access to Agreement – Parties have agreed to the Union's proposal of November 13, 2025

Article 31 – Duration – Parties have agreement on all language except for effective date

b.d.

(D)

EA
BD
(b) + s

SK
JM

akg
H
DL
mm

DL
B
JM
C&B

Sharp HealthCare – SPNN-UNAC/UHCP

Memorandum of Understanding – July 23, 2025

The parties agree to change all gendered pronouns to gender-neutral pronouns (i.e. change “he/she” to “they,” change “his/her” to “their,” etc.) when reconciling the Tentative Agreements and drafting the finalized collective bargaining agreement between the parties.

T.A.
1/23/25 for SharpHealthCare
B.A.
P
FD
AK

TA 7/23/25
for SPNN/UNAC-UHCP
PDC DL DS (dm)
akg
njb
Signature: *Robert Belpolli, 7-23-25*
Signature: *Mark Kelly*
DP P
TR
Signature: *J. Sanford L.*

ARTICLE 1
RECOGNITION AND COVERAGE

Section 1.01 Parties:

As used in this agreement, "Employer" shall refer to 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 1.02 (TTA) 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: Sharp HealthCare, 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. Registered Nurses working at clinics shall not be covered by this Agreement.

Section 1.03 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 1.04 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 1.05 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 1.06 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 Bargaining Unit members in the affected unit. -In the course of a reduction in force, the Bargaining Unit employees affected by the discontinued or reduced operation will be those employees whose positions are being eliminated based upon the specific facility, unit and shift in which the layoff is occurring. -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 and can be completed within the same amount of time as the Transition In Practice Program for that unit.

Formatted: Highlight

Employees who are not placed in a position shall have preferential hiring rights for the next vacancy for which they are qualified with the training referenced above. In determining whether an employee is qualified, the same factors set forth above will be considered. 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 bargaining unit seniority, service credit, benefit eligibility and accrued unused Extended Sick Insurance (ESI) restored. All rights under this Section 1.06 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 they are qualified within seven (7) days of written confirmation of the offer (e-mail or letter) sent to the employee's most recent address contained in the Employer's files, whichever occurs first.

Formatted: Highlight

Section 1.07 Full-time, Part-time and Per Diem Status For Benefit Purposes:

"Full-time" as referred to in this Agreement shall be defined as employees who are regularly assigned to work 60 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 60 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.

Sharp HealthCare Proposal to UNAC/UHCP-SPNN – July 23, 2025

ARTICLE 2
COURTESY

Section 201. Courtesy:

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

Atty
T. A. CCB
for Sharp HealthCare
7/23/25 R. A. MP.
AP
B
B
V
S
D
MD
CCB
D. Miller
Deborah Shapley DS
UNAC/UHCP 7/23/25 DPN Qm
CCB
DP
M. Miller 7/23/25 A. Sanford
AP
M. Miller
J. Miller
J. Miller
4
73494904v1

T.A
For SharpHealth CA
Alison Goodman

TA

1/9/26 For SPNW
C

SHARP HEALTHCARE CONFIDENTIAL OFF THE RECORD

SUPPOSAL TO SPNN-UNAC/UHCP

January 8, 2026

ARTICLE 3
RIGHTS OF MANAGEMENT

Section 3.01 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:

1. _____ to manage, direct and maintain the efficiency of its business and personnel;
2. _____ to maintain and control its departments, buildings, facilities and operations;
3. _____ to determine methods, processes, means, scope and places of quality patient care delivery and services;
4. _____ 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;
5. _____ to subcontract or discontinue work for economic, technological, operational or other reasons;
6. _____ to direct the work force;
7. _____ 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;
8. _____ to hire, transfer, promote, demote, suspend, discharge, and to lay off employees;
9. _____ to determine staff and establish work standards, schedules of operation and work load;
10. _____ to specify or assign work requirements, overtime, or on-call responsibilities;
11. _____ to assign work and decide which employees are qualified to perform such work;
12. _____ to schedule and change work hours, shifts and days off;
13. _____ 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;

14. to establish and revise performance standards and evaluation tools;

15. to determine the type and scope of work to be performed and the services to be provided;

16. to determine the methods, processes, means and places of providing services, including determining the location and relocation of any services; and
to determine the location and relocation of any hospital or any services;

17. 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.

Section 3.02

Any disputes arising out of the Employer's exercise of its rights enumerated in Section 3.01 are not subject to the provisions set forth in Article 9 – Grievance and Arbitration. However, this shall not preclude the Association from filing a grievance or arbitration contesting whether the Employer's actions or inactions are within the rights enumerated in Section 3.01.

Nothing in this Article shall be construed to modify the Employer's legal obligations to bargain with the Association over the impacts and/or effects of any changes made pursuant to this Article.

Sharp HealthCare Counter Proposal #4 to UNAC/UHCP-SPNN

November 12, 2025

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, or for any other staffing-related issue if the Parties mutually agree to do so. 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. Should the parties agree to reopen Section 401 for additional negotiations, and fail to reach agreement, the parties agree to submit the dispute to mediation with the Federal Mediation and Conciliation Services (FMCS) or another mediation service. If the parties fail to reach agreement, after mediation has concluded, the Employer will maintain compliance with all legally mandated staffing requirements, provided that the Employer will not increase the nurse-to-patient ratio above the Title 22 requirements as of August 31, 2022.

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). All patient care classifications shall be visibly displayed on patient care assignments or on the unit. The PCS will be applicable in all areas as required by Title 22. The PCS will be accessible to Registered Nurses. 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, with at least half of the Committee consisting of bargaining unit 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. (TTA) Composition of RN Advisory Committees:

A separate Local RN Advisory Committee shall be established for Memorial/Outpatient Pavilion, Mary Birch, Mesa Vista, Grossmont, Chula Vista, Coronado, Non-Hospital Groups, Home Health and Hospice. Issues relating to SRN, and/or Sharp HealthCare shall be addressed through the Non-Hospital Groups RN Advisory Committee. The Memorial/OPP and Grossmont Local Committees shall be composed of up to five (5) Bargaining Unit members from the specific entity chosen by the Association and up to five (5) members of nursing management chosen by management; the Association will endeavor ensure that at least one (one) Bargaining Unit member from the specific entity is in attendance. Each of the other Local Committee shall be composed of four (4) Bargaining Unit members from the specific entity chosen by the Association and four (4) members of nursing management chosen by management; the Association will endeavor ensure that at least one (one) Bargaining Unit member from the specific entity is in attendance. AOne representative of the State Association who shall be a Registered Nurse and one Sharp Labor Relations/Human Resources Representative 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) Registered Nurse members chosen by the Association and nine (9) nursing management members chosen by management.

Section 406. (TTA) Purpose of RNAC (Sharp Proposes moving Section 406 above Section 405) :

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.

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

Joint chairs, both of whom shall be licensed Registered Nurses, will provide leadership for each RNAC. The joint chair positions will be held by one (1) member of management and one (1) staff Bargaining Unit member. The joint chairs will be responsible for setting meeting locations, planning the agenda in advance 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.

Section 407. [\(TTA\) 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. Should either the Association or Sharp believe a special meeting of the System RNAC should be scheduled to finish an agenda item that was not completed during the quarterly meeting, that party shall notify the other party, in writing and within seven (7) days of the quarterly meeting, of the issue and the desired outcome. When mutually agreed upon, The parties shall then schedule a special meeting of the System RNAC to address the agenda item, which meeting shall be held within 45 days of the quarterly meeting. 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, consistent with the terms of this section. Both parties reserve the right to bring a guest in order to address a specific meeting agenda item. Each party will notify the other party's chair of the RNAC at least twenty-four (24) hours prior to the meeting of the request for a guest attendance. The parties will not unreasonably deny the other party's request.

Section 408. [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. The use or scheduling of Per Diem Nurses
5. Registry and/or traveler utilization
6. Floating concerns
7. Qualifications
8. Care delivery systems
9. Workload

10. Policies and procedures relating to Nurse Practice
11. Evaluation tools
12. Staffing ratios
13. Patient classification
14. Quality of care
- 14.15. Technology, including Artificial Intelligence

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 Local RNAC or System RNAC agenda item which has not been fully discussed may be carried over to the next meeting at the discretion of the joint either chairs. Any agenda item 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~~the joint chairs; provided that an issue that has been addressed by a Local Committee but has not been resolved to the satisfaction of joint Chairs ~~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 409 below.

Section 409. (TTA) System Nursing Review Committee:

If the System RNAC cannot resolve an issue relating to patient classification or staffing ratios and management then lawfully and/or appropriately 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 committee 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 backpay, or to make organizational decisions that have regulatory, legal or significant economic impact.

Section 410. (TTA) Information:

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

Section 411. 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 ensure 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 412. 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 their 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 413. 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, except as necessary to ensure the provision of safe patient care.

Section 414. Patient Care Responsibility:

Bargaining Unit Registered Nurses 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 Registered Nurse. 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 Registered Nurse in patient care management.

Section 415. 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 occasionally 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.

Section 416. 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.

The Association or any employee who believes that the Employer has violated this Section 416 may refer such claim to the RN Advisory Committee. Such claims shall be subject to arbitration under Section 906 of this Agreement.

Section 417. BRN Probation:

The Employer shall make a good faith effort to accommodate probationary requirements placed on a Bargaining Unit Registered Nurse by the State of California Board of Registered Nursing, taking into account the particular circumstances surrounding the probationary requirements, including unit staffing, availability of supervision and other resources, and the Registered Nurse's documented past performance. If the Employer determines that the requirements cannot be reasonably accommodated, it shall notify the Registered Nurse of its determination, and shall also notify the Association if authorized to do so by the Registered Nurse.

Section 418. Resource Nurses:

Within six (6) months after ratification of the Agreement, no more than ten (10) Bargaining Unit Registered Nurses/Association Representatives, chosen by the Association, and no more than ten (10) members of management, chosen by management, will meet to discuss a pilot program regarding the placement of Resource Nurses in no fewer than ten (10) units system-wide. The parties will meet at least three (3) times subsequent by the first anniversary of ratification of the Agreement for no more than two (2) hours each session unless by mutual agreement.

T.A. for
Sharp Healthcare
11/26/20
TA 1/9/26
For SPNN
ES

SHARP HEALTHCARE CONFIDENTIAL OFF THE RECORD

SUPPOSAL TO SPNN-UNAC/UHCP

January 8, 2026

Article 5

UNION MEMBERSHIP

Section 5.01 Membership:

All current 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 current employees, whether Association members or not, may be responsible to pay monies to the Association as required by Section 5.04 below.

Section 5.02 New Hires:

All Registered Nurses covered by this Agreement and hired on or after its ratification date shall as a condition of employment and within thirty-one (31) calendar days following the beginning of such employment become and remain a member of the Association in good standing during the term of this Agreement.

For purposes of this Section 5.02 only, membership in good standing is satisfied by:

1. Joining the Association and paying uniform and customary initiation fees, periodic dues assessments and other fees as may be required of members by the Association; or
2. Refraining from joining the Association and instead paying service fees **which shall be the proportion of the Association's total expenditures that support representational activities**; or
3. Contributing through payroll deductions to **a non-religious non-labor 501(c)(3)** charitable organizations an amount equal to the periodic dues uniformly required as a condition of membership, if the Registered Nurse has a religious or conscientious objection to joining or financially assisting a labor organization.

Section 5.03 Exercise of Rights:

The Employer shall not discriminate against any employee on the basis of **his or her their** 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 5.04 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 obligations outlined in Section 5.02: (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. The Employer shall also apply this provision to every employee who becomes a member of the Bargaining Unit due to reassignment or transfer.

Section 5.05 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.~~

[Modified to track Union proposal] Upon written notice of the Association, and after the Association has counseled the Registered Nurse, the Employer shall be responsible for enforcing the requirement that Registered Nurses fulfill their dues or service fee obligations/charitable contribution. The Employer shall discharge any employee who fails to satisfy their financial obligation under Section 5.01 and 5.02 of this Article upon 30 days' written notice from the Associate to the Employer of the request to terminate the Registered Nurse due to the Registered Nurse's failure to maintain their financial obligation. However, it is understood that the Association will make all reasonable efforts to correct the situation before notifying the Employer and requiring the Registered Nurse's discharge. If the requested discharge will cause the Employer to fall out of compliance with Title 22 or will result in an unsafe patient staffing situation, the Employer will not be required to terminate the Registered Nurse and the Association and the Employer will meet and confer to discuss a resolution.

Section 5.06 Check-Off:

Dues and fees required by Sections 5.02 or 5.04 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 Association shall provide to each employee required to tender to the

Association monies required by Sections 5.02 or 5.04 above an appropriate payroll deduction check-off form that is written by the Association. The Association shall continue to provide to all Registered Nurses, including New Hires, the Voluntary Deduction Authorization form in use by the Association as of August 8, 2022 which is included in Appendix A.

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. The Employer will continue to remit collected fees upon a Registered Nurse's return to work following a leave of absence or a transfer from one department to another provided they remain in a Bargaining Unit position. The Employer's obligations under this Section 5.06, and any payroll deduction authorization signed by any employee, shall automatically expire upon the expiration of this Agreement, and any employee may revoke their payroll deduction authorization by submitting a request in writing to Human Resources. Electronic signatures will have the same force and effect as handwritten signatures.

Section 5.07 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 reasonable attorneys' fees incurred by the Employer) that arise out of or by reason of reasonable actions taken by the Employer pursuant to this Article 5.

Section 5.08 Association Representation:

When a Registered Nurse is hired by Sharp Healthcare or transfers into a position represented by the Association, the new employee shall be informed that the Association is the recognized bargaining representative.

Section 5.09 Voluntary Political Action Fund:

The Employer will honor written assignment of wages to the Association's federal political action committee fund, where such assignments are submitted on a form provided to the Employer and will remit such contributions to the Association. Electronic signatures will have the same force and effect as handwritten signatures.

Section 5.10 Access to New Employee Orientation:

An Association representative shall be permitted to have access to newly hired bargaining unit Registered Nurses for thirty (30) minutes during new employee orientation to discuss union membership, the Collective Bargaining Agreement and related Association issues. Attendance by the Association Representative and newly hired Registered Nurses who choose to attend the discussion shall be voluntary and shall not be on paid time; provided that newly hired bargaining unit Registered Nurses shall not be released from new employee orientation until the Association representative has been introduced. The Association shall not set up or staff a table outside of the room where new employee orientation is being held. The Employer will

not have any management representatives present while the Association meets with employees during new hire orientation.

Section 511. Bargaining Unit List

Management will continue to provide the Association with a list of all newly hired Registered Nurses (including existing Sharp employees who have now promoted into the bargaining unit); this list will include each attendee's name, facility, unit and cost center, reporting location, FTE status, date of hire and whether the individual is a rehire. The Employer will continue to provide such list in a timely fashion.

B. A.

P

①
JK
AM
PD
adj
PQ
K
K
Page 4 of 5 - FS
WMA

Memorandum of Agreement ("MOU")

Regarding Post-Ratification Transition Dues Enforcement

Following ratification of the 2025 CBA, all current Bargaining Unit Nurses hired on or after December 8, 2016, who did not Opt-Out (if that option was available to them under the 2016-2019 and 2019-2022 Collective Bargaining Agreements), did not join the Association, or otherwise have not complied with the Membership provision in the CBA at the time of that Bargaining Unit Nurse's hire (hereinafter, collectively referred to as "Impacted Nurses"), must abide by Section 501 in the 2025-2028 CBA or be subject to Enforcement as outlined below.

Bargaining Unit Registered Nurses hired before December 8, 2016, are not subject to the enforcement language set forth in Article 5 and are not subject to this dues enforcement MOU and the parties will continue to honor the decision by these "legacy" Bargaining Unit Registered Nurses who properly opted out elected not to join the Union as a dues paying member or elected not to pay of membership and/or pay service fees.

Within the six (6) months following ratification, the Association will work with Impacted Nurses to bring them into compliance, including by sending a series of communications explaining the Impacted Nurse's obligations. If, after six (6) months and at least three written attempts to communicate with the Impacted Nurses, all Impacted Nurses who are still not in compliance with Section 5.01, shall be subject to enforcement under Section 5.05.

During this six (6) month period, the parties will work together to ensure that both parties agree on the list of Impacted Nurses to ensure that no Bargaining Unit Registered Nurses who properly Opted-Out are terminated as a result of Association enforcement action.

The Association agrees that it will not require any Impacted Nurses to pay the Association any back dues or fees which accrued prior to the date of ratification of the 2025-2028 CBA. [Note: We will agree to delete this paragraph upon receipt of the Association's e-mail communication confirming a grace period of one year from ratification of this Agreement during which the Association will not seek back dues arising prior to ratification of this Agreement from any Registered Nurse impacted by this MOU.]

BR
BS *AM*
DP *HR*
AB *DR* *NC*
MM *FS*

Page 5 of 5

Sharp HealthCare Proposal to UNAC/UHCP-SPNN – July 23, 2025

ARTICLE 6

NON-DISCRIMINATION

Section 601. Prohibition of Discrimination:

The Employer and the Union agree that there shall be no discrimination or harassment against any employee because of any characteristic or status that is protected by federal, state, or local law applicable to the Employer, including but not limited to race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, creed, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), gender expression, gender identity, medical condition, genetic information, age, physical disability, mental disability, military or veteran status, marital status, sexual orientation, union activity or membership, or employment status.

Section 602. Lactation Accommodations:

The Employer agrees to abide by the following minimal obligations with respect to providing lactation accommodations to employees expressing breast milk. The Employer shall provide a reasonable amount of break time and breaks to accommodate an employee. The employee shall endeavor to take lactation breaks concurrently with meal and rest period breaks.

The Employer shall provide the employee with a room or other location that is not in a bathroom to express milk in private (i.e., a room with a lock), and will make reasonable efforts to ensure that the space is in close proximity to the employee's work area. This may be the employee's normal place of work if it otherwise meets the requirements of this provision and of all applicable laws. The Employer shall ensure that the employee has access to clean, running water and refrigeration to store pumping materials.

T. A. cat
fr. Snowy Heron
1/23/05

2319-1204(1)

7349-904v1
DP
A. Marshall 1-28-25
A. Sanford. AB-100

SHARP HEALTHCARE – COUNTER PROPOSAL #5 TO SPNN-UNAC/UHCP

November 12, 2025

Sharp Holds on it Proposal from September 30, 2025

ARTICLE 7 ASSOCIATION REPRESENTATION

Section 7.01 (TTA) 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, provided there is no interference with the work of any employees and so long as those activities are consistent with this Section 7.01.

Section 7.02 (TTA) 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. In breakrooms in each unit where bargaining unit nurses work, provided space permits, the Employer will maintain a wall space of at least two feet by two feet reserved for the Association to post materials, provided that the size of any current such space shall not be reduced. 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. The Employer shall have the right to remove any communications posted on any bulletin boards which do not conform with this Section 7.02 or with the terms of this Agreement.

Section 7.03 (TTA) Association Representatives:

The Association shall have the right to designate a reasonable number of Association Representatives who are bargaining unit Registered Nurses subject to this Agreement. The Association shall, in writing, advise ~~the Human Resources ("HR") Director for the facility where each designated Association Representative works~~ Sharp Labor Relations via e-mail (labor.relations@sharp.com) of the designation. The Association's designation will be effective after the written notice is given. Both Association Officers and non-officers may serve as Association Representatives. Written notification may be provided electronically.

The functions of Association Representatives include, but are not limited to, the authority on behalf of the Association (1) to settle or assist in settling problems arising in connection with the application or interpretation of this Agreement, (2) to resolve grievances during the grievance procedure, and (3) to serve as an Association Representative for investigatory meetings.

Section 7.04 (TTA) Investigatory Interviews:

The Employer recognizes the right of employees under law and this Section to representation in connection with investigatory interviews. When the Employer elects to conduct an investigatory interview, the Registered Nurse being investigated ~~will~~must be notified of their Weingarten Rights and the subject matter under investigation. The Employer shall give an employee at least twenty-four (24) hours' advance notice, excluding Saturday, Sunday, and Holidays, 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 twenty-four (24) hours' notice, the employee's right to be represented shall include release of an Association Representative with pay. In the latter case, through efficacious scheduling and exchange of information the Employer, the employee, and the Association Representative will use their best efforts to limit the time for which the Association Representative is compensated to one (1) hour for time actually spent preparing for and attending the interview. If in the latter case the Association Representative cannot be released from work because of patient care requirements, no interview shall be conducted until the Association Representative is available. Should the employee request representation, the Employer agrees to cooperate with the Association when scheduling investigatory interviews, provided the Association makes a representative available with a reasonable timeframe. The provisions of this Section 7.04 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 7.05 (TTA) State 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 State 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. Notice of intent to take access shall be made at least twelve (12) hours prior to the time at which the State Association wishes to take access; however, failure to provide a full twelve (12) hours' notice shall not be grounds for denying access if circumstances beyond the control of the Union prevented such notice. Notice of intent to take access during the weekend will be given by Friday at 5:00 p.m. Notice of intent to take access shall set forth the time that access will be taken. Access shall be limited to eight (8) hours at each entity during a 24-hour period.

2. Notice shall be given to Sharp Labor Relations via e-mail (labor.relations@sharp.com) the Chief Nursing Officer ("CNO") of the facility where access is being requested and will be cc'd at the same time to the Human Resources ("HR") Director for the facility and to the CNO's assistant. The Employer shall, in writing, provide the Association with the name, contact information (e.g. email) and associated facility for all CNO(s), CNO assistant(s) and HR Director(s). The Employer shall notify the Association, in writing, of any changes to the contact information within five (5) calendar days of the change. Access shall be permitted except under unusual or emergency situations or during accreditation surveys, e.g., CMS, JCAHO, Magnet.
3. Employee(s) shall be free to meet with the State Association Representative during access so long as the meeting does not occur during the working time of the employee(s).
4. The Employer shall furnish State Association Representatives identification badges, using the same process as any other third-party vendor in accordance with the current practices and safety policies. Identification badges shall include the State Association Representative's photo, full name and shall identify them as a Union Representative. The identification badge will be green.
5. The Union shall provide the Employer with written notice of all authorized State Association Representatives authorized to take access under this Section 7.05. No more than two (2) authorized State Representatives shall take access during any 24-hour period at any one facility.

Except as provided in this Section 7.05, no non-employee State 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.

As outlined in Article 2, the Employer and State Association Representatives agree to treat each other each other in a courteous and respectful manner.

Section 7.06 Association Business:

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 Association 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.

Section 7.07 (TTA) Union Convention:

Bargaining unit employees may request time off to attend the Union's biennial convention and other Union related conferences and conventions and such time shall be granted subject to operational considerations.

Bargaining unit employees 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 7.08 (TTA) Use of Facility Conference Rooms:

The Employer shall provide the Association reasonable access to one Employer on-site conference room per Hospital, for a maximum of four (4) hours per day, for the purpose of Association business with bargaining unit member(s) meetings, subject to the Employer's standard scheduling/reservation process.

Section 7.09 (TTA) 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 in writing to UNAC/UHCP and the position shall not be posted for at least seven (7) calendar days thereafter. The Employer and the Association will meet and confer regarding the inclusion of the newly created position in the Bargaining Unit, including, but not limited to the content of the job description and salary rate whether the position belongs on the Clinical Nurse or Advanced Clinician banded wage schedule, and attempt to resolve all issues involving the new job description. ~~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.

Sharp HealthCare Counter Proposal #5 to UNAC/UHCP-SPNN

November 19, 2025

ARTICLE 8
CORRECTIVE ACTION AND DISCIPLINE (TTA)

Section 801. Basis for Discipline:

The Employer shall not discipline employees without just cause.

Section 802. Just Culture:

The Employer is committed to creating a just culture work environment for all employees. Change in healthcare is constant and requires that staff delivering care continuously adapt to the complex environment and dynamic conditions presented by patients, technologies, information, and processes. As such, healthcare delivery presents safety risks to both patients and staff. To manage these risks, the Employer should strive to be a learning organization; preoccupied with learning from every close call, error and adverse event; where employees recognize risks that are present in systems and processes, and are committed to making those systems as safe as possible. The ability to identify systemic risks and implement sustainable mitigations requires transparency and trust. Staff must feel safe sharing information about the conditions of work and the challenges they face delivering care, including the investigation of errors, adverse outcomes, and close calls should be used to transparently assess work systems and processes to identify gaps and flaws that contribute to unintended adverse outcomes.

Section 803. (TTA) Performance Improvement Process (Coaching):

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~~will clearly indicate to the nurse that the conversation is a coaching, define the performance or behavioral issue, and remind the employee that ~~they have~~he/she has a personal responsibility to meet professional standards of performance and behavior, and provide specific guidance to correct the performance issue. 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, but matters relating to the coaching session may be relied upon in initiating the corrective action/disciplinary process if coaching does not have its intended effect. 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 804. (TTA) Progressive Corrective Action/Discipline Process:

~~It is the intent of the~~The Employer ~~to~~will utilize progressive corrective action/discipline as appropriate to the offense, taking into account the particular circumstances surrounding the offense and employee's record of service. Corrective action/discipline shall normally not be utilized unless the Performance Improvement Process described in Section 803 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 where the employee may have engaged in misconduct which constitutes a serious departure from established standards of nursing practice, or which otherwise constitutes gross misconduct. Gross misconduct includes, but shall not be limited to: theft, patient abuse, fraud, falsifying personal information, intentional damage to property, insubordination, intoxication, drug diversion, deliberate violation of patient confidentiality policies or requirements. Components of the corrective action/discipline process may include any of the following:

1. Written Clarification of Expectations for Performance: Written clarification of expectations for performance is part of the progressive corrective action/discipline process and 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 discuss the~~ developing a written clarification of expectations to address the issue(s) discussed. Additionally, the Employer and the Union recognize that an Association representative who is familiar with the employee's working unit can oftentimes assist ~~the collaborative process~~ in the discussion between management and the employee ~~regarding in developing the~~ a written clarification of expectations. ~~Accordingly, an Association representative who is a member of the Bargaining Unit and may participate attend in the collaborative process all meetings between the supervisor and the nurse regarding the written clarification of expectations if so 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.~~ A written clarification of expectations shall be prepared by the supervisor ~~in conjunction for review~~ 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 written clarification of expectations. The written clarification of expectations will not be retained in the employee's personnel file and shall not be used in any future arbitration unless the performance or behavioral issue(s) subsequently result in formal corrective action. ~~It is the expectation that the written 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 written clarification of expectations shall not be subject to the grievance-arbitration provisions of Article 9 of this Agreement.
2. Written Warning (TTA): 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. ~~(CCL)~~ The written warning may be a final written warning; provided that a final written warning shall not be issued based solely on a no-call/no-show (First failure to report for scheduled day).
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 Employer shall not place an employee on administrative leave under the pretext of not being able to conduct an investigatory meeting if an Association~~

~~Representative is available on site, but may otherwise place an employee on administrative leave prior to conducting an investigatory interview. 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. The Employer may provide verbal notice of the administrative leave, provided the notice is followed up with a written notice within three days (excluding weekends and holidays) of the verbal notice/commencement of the leave.~~

4. Discharge: Discharge from employment.

Section 80x – (TTA) Investigatory Administrative Leave

An investigatory 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. Investigatory Administrative leaves shall not be used in an arbitrary, abusive, callous or punitive manner. The Employer shall not place an employee on an investigatory administrative leave under the pretext of not being able to conduct an investigatory meeting if an Association Representative is available on site, but may otherwise place an employee on an investigatory administrative leave prior to conducting an investigatory interview. The investigatory administrative leave shall be without pay; provided that any employee who is not terminated or does not receive a final written warning as the result of the investigation shall be retroactively compensated at their regular rate of pay for those hours the employee normally would have worked during the period of the leave. When a Registered Nurse is placed on investigatory administrative leave, the Registered Nurse shall receive in writing the reason for the leave, the anticipated length of the leave, and the date, time and location of when the parties are expect to reconvene a follow-up meeting to the extent known. The Employer may provide verbal notice of the investigatory administrative leave, provided the notice is followed up with a written notice within three days (excluding weekends and holidays) of the verbal notice/commencement of the leave.

Section 805. (TTA) 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 ~~their~~his/her personnel file upon reasonable request.

Section 806. (TTA) 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 807. (TTA) 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, including materials relating to coaching prior to initiation of 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 substantiated 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 and shall not be used in any future arbitration. 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 and shall not be used in any future arbitration. 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 and shall not be used in any future arbitration.

The State Association Representative, with written authorization from the Registered Nurse, may request and shall receive copies of any materials contained in the Registered Nurse's personnel file.

SHARP HEALTHCARE COUNTER PROPOSAL #6 TO SPNN-UNAC/UHCP

November 19, 2025

ARTICLE 9 GRIEVANCE & ARBITRATION PROCEDURE

Section 901. (TTA) Intent:

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

Section 902. (TTA) 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 or the Union 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. (TTA) Time for Filing:

All grievances must be submitted in writing by the aggrieved party to the other party not later than twenty (20) calendar days after the date the grieving party knew or should have known of the events giving rise to the grievance. Grievances initiated by the Association or the Registered Nurse shall be submitted in writing to labor.relations@sharp.com. Grievances initiated by the Employer shall be submitted in writing to XXX@unac.uhcp.org the Association's designated e-mail address. Email addresses may be updated by either party with five (5) days written notice to the other party.

Section 904. (TTA) Procedures:

In order to assist the parties in potential resolution, the written grievance must include a statement of the facts or events giving rise to the grievance of sufficient detail to allow inquiry or investigation to be initiated; the date upon which the event occurred; the specific provisions of the Agreement alleged to have been violated; a description of how there has been an adverse effect on the Bargaining Unit employee(s); a description and an explanation of how the agreement was violated by the action; witnesses to the facts or events giving rise to the grievance and a description of the remedy requested. Nothing in this Section 904 will preclude the Association parties from identifying additional witnesses during Steps A-C of the grievance process.

STEP A (TTA):

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 (TTA):

If the grievance is not settled in Step A, the ~~Association or individual grievant~~moving party may appeal the unresolved grievance ~~to the CNO of the facility where the employee is/was employed~~ to the other Party's designee 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 (TTA):

If the grievance is not settled in Step B, the ~~Association or individual grievant~~moving party may make a further written appeal of the unresolved grievance ~~to the Vice President of Human Resources or designee~~ to the other Party's 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.

Section 905. (TTA) Grievance Meetings: 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. For all meetings held pursuant to this Article, each party will be limited to three attendees, in addition to the individual grievant; f ~~For group grievances no more than three representatives of the group shall participate in addition to the three attendees.~~

~~Grievance meetings will be held virtually unless the parties mutually agree otherwise. Nothing prevents the Association Representatives or State Association Representatives and grievant from meeting with each other in person to participate in the virtual meeting.~~

If the ~~Employer~~responding party does not act within the time limits provided at any step of the grievance procedure, the ~~Association~~moving party 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 the email is~~ received by the ~~Employer~~receiving party. The date used to determine the timeliness of ~~the Employer's a party's~~ response shall be the date of the ~~postmark or the date email~~ received by the ~~Association~~receiving party.

Section 90x. (TTA) Mediation

The parties may agree to use mediation in an attempt to resolve the grievance after Step C. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection, and processing of an arbitration submission unless the parties mutually agree to stay timelines. Both parties shall split the costs, if any, of mediation the mediator; however, each side will be responsible for costs associated with presenting their own case, including attendance of each party's chosen representatives.

Section 906. (TTA) Arbitration:

If the grievance is not satisfactorily settled at Step C, the Association-moving party 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. The moving partyies shall have thirty (30) days from notice of appeal to arbitration to initiate the process of selecting an Arbitrator. The parties shall work together to mutually agree upon an Arbitrator. If the parties cannot agree to an Arbitrator, the party bringing the grievance shall request a panel from the Federal Mediation and Conciliation Service ("FMCS") and will request California-based arbitrators with health care experience. If FMCS is unable to provide a panel of arbitrators within four (4) weeks the parties will in good faith discuss using alternative options, such as the American Arbitration Association ("AAA"). The parties will select an Arbitrator by alternately striking names from the FMCS-list until one (1) Arbitrator remains. The parties will have one year from selection of an Arbitrator to commence the arbitration. The parties understand and agree that each of them and the Arbitrator may occasionally reschedule arbitrations for good faith reasons, by mutual agreement.

Section 907. (TTA) 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/hem. 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 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 as determined by the Arbitrator. 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 may utilize accrued PTO for the time off if available if the Grievant so chooses 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~~their scheduled shift by switching shifts with another qualified unit employee.

Section 908. (ITA) Non-Arbitrability:

No grievance shall be submitted to arbitration under Section 906 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 arbitrability of a grievance be at issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. The hearing on arbitrability will be held before the arbitration on the merits, unless the parties agree otherwise.~~ 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. The normal standard of review of an arbitrator's decision shall apply to court review of the merits of the arbitrator's decision.

TA
for Snow ^{not} (P) AB
1129125
B d. 12/20 1966
new

~~XX~~ - 9/23
13/5

Union
158

SHARP HEALTHCARE – COUNTER PROPOSAL TO SPNN-UNAC/UHCP

August 14, 2025

ARTICLE 10

PROBATION AND EMPLOYEE EVALUATIONS

Section 10.01 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. 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. Upon completion of forty-five (45) days of employment and at the request of the employee, the employee's immediate supervisor will meet with the employee to discuss the employee's progress. Following the meeting the immediate supervisor shall indicate, in writing, whether the employee is progressing as expected. Employees who are rehired into their former position during the period in which they have preferential hiring rights under Section 1.06 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 10.01.

Section 10.02 Registered Nurse Orientation Period:

Orientation for Registered Nurses 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 10.03 Employee Evaluations:

All Registered Nurses will be reviewed within thirty (30) calendar days of November 1 annually in alignment with Sharp's common review period. 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 their second-level supervisor in conjunction with the annual evaluation of his/her their first level supervisor.

24

SHARP HEALTHCARE – COUNTER PROPOSAL TO SPNN-UNAC/UHCP

August 28, 2025

ARTICLE 11
SENIORITY

Section 11.01 Definition:

The seniority of any Part-time or Full-time ~~employee~~Registered Nurse shall be determined by the initial date of hire by the Employer ~~into a Full-time or Part-time bargaining unit position.~~ Seniority for such employees shall continue to accrue during the time the employee is continuously employed in a Full-time or Part-time nursing capacity by the Employer.

~~Seniority for For the first two years of employment by Sharp HealthCare, per diem employees~~Registered Nurses' seniority shall be calculated at the rate of $\frac{1}{2}$ year for every year worked as a per diem, and employees working exclusively through Staffing Resource Network shall be based on hours worked in a nursing position 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 $\frac{1}{2}$ year; per diem employees who have worked from 1000 hours to 1499 hours shall receive seniority credit of $\frac{1}{2}$ year, etc. Upon completing two years of employment at the Employer, the per diem Registered Nurse's seniority shall be determined by the initial date of hire by the Employer.

~~A bargaining unit Registered Nurse transferring between different status positions shall maintain his/her previously accrued seniority. For example, a Full-time Registered Nurse who transfers to a per diem position shall maintain his/her prior seniority and time spent in the per diem position will add to the previously accrued Full-time seniority. Time spent outside of a bargaining unit position in another Employer non-nursing position shall not count for seniority.~~ Seniority as specified in this Article shall be relevant only as specified in this Agreement relating to Job Bidding and Job Security.

Section 11.02 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 any rights under Section 1.06).

T.A. for Sharp
Healthcare
CA 11525
B.C. 12
11525
new
as
me
C
RP

Formatted: Font: 9 pt

SHARP HEALTHCARE – COUNTER PROPOSAL #3 TO SPNN-UNAC/UHCP

September 30, 2025

ARTICLE 12 JOB POSTINGS & FILLING VACANCIES

Section 1201. (TTA) 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 and in the Workday application. Registered Nurses may sign up for alerts to receive individualized notices for posted positions. 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 – Inter-Unit and Promotional Opportunities:

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 bargaining unit applicant for the position amongst those applicants who applied within the seven (7) day posting period. 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 bargaining unit Registered Nurse will be selected. If no qualified bargaining unit employee submits an application for the position within the seven (7) days posting period, the Employer may seek outside candidates for the position.

The process described in this Section 1202 does not affect or change the intra-unit transfer process described in Section 1209.

Section 1203. 50/50 Registered Nurses and Job Application:

If a Registered Nurse in a 50/50 job position, as documented in their Status Form, applies for a posted position within either of the units where they are required to work per their 50/50 agreement and/or Status Form, the Registered Nurse shall be recognized as an employee in each of the units for the purpose of determining the awarding of the position.

Section 1204. Preference for Current Employees:

T.A. for SPNN

33
shift
start

Formatted: Strikethrough, Highlight

Formatted: Not Highlight

Robert Wilson
Sue Kelly
Lynn
Mary
Cheri
Shanessa Sanford

Formatted: Left

Alma
Hayley Della
Daniel Divine
Alyson Goodman

Formatted: Font: 9 pt

The Employer shall give preference to current bargaining unit Registered Nurses 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. If all above criteria is met, then consideration will be given to the outside candidate.

Section 1205. 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 Sections 1202, 1203 and 1204 has been misapplied, may pursue the matter through all levels of the grievance procedure; and such grievance may be subject to arbitration under Section 906 of this Agreement.

Section 1206. (TTA) Trial Period:

Registered Nurses who are selected to fill a vacancy or transferred to another assignment shall undergo a new job trial period of sixty (60) calendar days for Full-time Registered Nurses and forty (40) 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 they are qualified. If a Registered Nurse returns to their prior unit within the trial period, they will retain their departmental seniority, and their departmental seniority will be considered "continuous" for purposes of Section 1209.

Formatted: Not Highlight

Formatted: Not Highlight

Section 1207. 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 1208. 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

Formatted: Left

*W. D. AB
C. H.W.*

Formatted: Font: 9 pt

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 1209. Intra-Unit Transfers (Shift Bid/FTE Bid):

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 Registered Nurse:

- _____ who is the most senior bargaining unit Registered Nurse employed in the department;
- _____ with a minimum of one year's continuous 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

Formatted: Bulleted + Level: 2 + Aligned at: 0.75" + Indent at: 1"

shall be selected to fill the vacancy.

If no employee with more than one year's seniority in the department applies for the open position, qualified Registered Nurses with less than one year's seniority in the department may apply and be awarded the open position based on bargaining unit seniority before the position is open to candidates outside of the department. 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.

Formatted: Left

PL
AG
P B D

SHARP HEALTHCARE CONFIDENTIAL OFF THE RECORD

SUPPOSAL TO SPNN-UNAC/UHCP

December 23, 2025

ARTICLE 13

ECONOMIC ACTION NO STRIKE/NO LOCK-OUT

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 or damage 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.

T.A. Ya/24

For Sena

DS

Andrea Men

Haylie

Mr

Paul Kelley

Shawna Sandal

Donell

etc

John

Kathy

Alison Goldsmith

MP

SHARP HEALTHCARE CONFIDENTIAL OFF THE RECORD
SUPPOSAL TO SPNN-UNAC/UHCP

ECONOMIC PACKAGE – PROPOSED AS A COMBINED PACKAGE WITH NON-ECONOMIC PACKAGE
SUPPOSAL

T.A. Ya/24
Articles 14, 15, 16, 17, 18, 20, 25, 31, Appendix B, Side Letter re Attendance

January 8, 2026

ARTICLE 14
HOURS OF WORK & OVERTIME (TTA)

Section 14.01 (TTA) 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. The Employer shall follow the law in terms of defining payroll periods. The Employer shall not redefine, alter, or manipulate the established workweek, workday, or payroll period for the purpose of avoiding overtime or premium pay obligations under this Agreement or applicable law.

Section 14.02 (TTA) 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 14.03 (TTA) 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.

Hours

Differential

3:00 p.m. - 11:30 p.m. (Evening)

\$2.753.25

11:00 p.m. - 7:30 a.m. (Night)

\$4.25 Registered Nurses with less than three (3) years of experience.

\$4.75 Registered Nurses with three (3) or more years of experience.

Section 14.04 (TTA) 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 two (2) weeks 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.

Registered Nurses will not be scheduled for both day shifts and night shifts within the same workweek unless the Registered Nurse self-schedules for such shifts or has accepted a variable shift position.

Section 14.05 Vacation Scheduling:

Vacation scheduling will be based on the current unit/department practices in place. Nothing in this Section will prohibit the Employer from making improvements in vacation scheduling processes including moving to web scheduling or improving timeliness and efficiency of the scheduling and approval process. The Employer shall make reasonable efforts to respond electronically or in writing to the Registered Nurse's time off request within fourteen (14) calendar days of submitting, unless the current unit/department practice in place specifies otherwise. Requests will not be unreasonably denied. Once granted, time off cannot be changed without mutual agreement between the Registered Nurse and the Department Director or Unit Manager.

A vacation tracking document or electronic system that tracks vacation scheduling will be made available in each unit/department for Registered Nurses. The Employer will make a good faith effort to accommodate vacation requests allowing multiple bargaining unit Registered Nurses off during the same period of time.

Management will not require Registered Nurses to utilize the process set forth in Section 14.06, prior to granting vacation requests under 14.05

Section 14.06 Shift Replacement (TTA):

Requests for time off submitted by a Registered Nurse who finds his/her own replacement for a shift may be granted at the Manager's discretion will not be unreasonably denied if: 1) the replacement Registered Nurse is qualified, equally competent and meets the staffing needs of the department/unit; 2) if the replacement is not on premium/overtime hours; and 3) has not made a previous commitment to the Employer to be scheduled for the shift.

Section 14.07 Daily Overtime:

Employees who are working an eight (8) hour schedule shall receive one and one-half (1½) 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 (1½) 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 14.08 Weekly Overtime:

Employees who are on a seven (7) day work period shall receive time and one-half (1½) 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 (1½) for all hours worked over eighty (80) in one such period.

Section 14.09 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 14.10 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 14.11 (TTA) Weekend Scheduling:

Every Registered Nurse shall be regularly scheduled with at least every other weekend off. A Registered Nurse may volunteer to work weekends more frequently. Nothing in this Section requires a Registered Nurse to be scheduled every other weekend if operational needs do not necessitate it. 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 14.11 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. Bargaining unit Registered Nurses may voluntarily choose to work every weekend or one (1) shift every weekend.

Section 14.12 (TTA) Holiday Premium:

Registered Nurses who work on Martin Luther King Jr. Day, 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 base rate of pay, subject to the provisions of Section 14.19 of this Agreement. Registered Nurses who are on-call and are called back to work on a holiday shall be paid at two (2) times their base rate of pay for all call-back hours worked on a holiday. 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 base 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

②

b.a.

DR

PL

JK FS

K C&B

at 10-

DM

DR

DR

PL

New Year's Day holiday, providing all other eligibility requirements of this Section 14.12 are met. The holiday premium shall only be paid for one shift per holiday period for all other holidays.

Section 14.13 (TTA) Holiday Scheduling:

When required to involuntarily schedule Registered Nurses to work on holidays, the Employer, by department, shall attempt to schedule Registered Nurses in an equitable manner with the goal of providing one minor holiday (Martin Luther King Jr. Day, Memorial Day, July 4th, Labor Day) and one major holiday (Thanksgiving Day, Christmas Day, New Year's Day) off in each year.

Section 14.14 Mandatory Overtime:

The Employer and the Association recognize that acceptance of overtime and additional shifts beyond a bargaining unit Registered Nurse's regularly scheduled shift(s) shall be voluntary, except in the case of an external or internal emergency. An external or internal emergency, for the purposes of this Section, is defined as an unpredictable or unavoidable occurrence at unscheduled intervals relating to healthcare delivery requiring immediate action.

Section 14.15 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 14.16 (TTA) 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/they 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. Employees shall not take their Employer provided telephones with them on their meal or rest breaks.

For shifts of less than six (6) hours worked, the Employer and the Union agree to a universal waiver of the thirty (30) minute meal period for all Bargaining Unit employees. Employees may, in writing, revoke the agreement at any time. To the extent possible, an employee wishing to revoke the waiver is encouraged to communicate this revocation to management at the earliest possible time, but in no case later than at the beginning of the shift for scheduling purposes. In the event an employee revokes the

(P) b.a.

8K AF

CS
PM

JK
JW
C&B

waver, management shall have the discretion to add a half hour of time to the employee's scheduled shift.

For shifts consisting of more than ten (10) hours worked, the Employer and the Union agree to a universal waiver of one of the employee's two thirty (30) minute meal periods for all Bargaining Unit employees. Employees may, in writing, revoke the agreement at any time. To the extent possible, an employee wishing to revoke the waiver is encouraged to communicate this revocation to management at the earliest possible time, but in no case later than the beginning of the shift for scheduling purposes. In the event an employee revokes the waiver, management shall have the discretion to add a half hour of time to the employee's scheduled shift.

If aA Registered Nurse working a shift of twelve (12) hours has signed an appropriate meal waiver, the Registered Nurse shall be provided with the opportunity to begin his/hertheir meal period no later than the start of the eighth hour of the shift. If the opportunity to begin the meal period is not provided by the beginning of the eighth hour of the shift, the Registered Nurse will be entitled to a meal break penalty measured by one hour's wages at the Registered Nurse's rate for that shift. Any Registered Nurse who is provided with the opportunity to begin his/hertheir meal period prior to the beginning of the eighth hour of his/hertheir shift and who declines the opportunity shall not be entitled to the penalty. The Registered Nurse 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 Registered Nurses.

Section 14.17 No Pyramiding of Overtime:

There shall be no pyramiding of overtime pay, special premium pay or the float override for the same hours worked. A Registered Nurse shall receive either overtime pay or special premium pay (if applicable), whichever is higher.

Section 14.18 Reporting Time Pay:

An employee who physically reports to the workplace 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 14.19 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

(P)

b. A.

JK 00
≠

28
DM
JP
JW
JL
JCB

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 available and 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 employee's 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 their home unit. 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 14.19 shall be forwarded to the Association.

(P)

B.A.

DP

LM

N

TC

C&B

TS

Section 14.20 Distribution of Overtime:

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

② b.a.

as
DM
K
D
JUL
C
8K
PCL
CS
#S

ARTICLE 15
COMPENSATION

Section 15.01 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. Any Registered Nurse hired during the term of this Agreement 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 2023 to 2025~~FY 2026 to 2028~~ Wage Schedule. Newly hired Bargaining Unit Registered Nurses will be placed on the appropriate Wage Schedule in accordance with their years of experience. Documentation of graduation and information regarding employment as a Registered Nurse pursuant to this Section 15.01 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 15.02 Designated Classifications:

All Full-time and Part-time Bargaining Unit Registered Nurses will be employed in a designated Clinical Nurse or Advanced Clinician job title set forth below in this Section 15.02 ~~shall be eligible for wage increase(s) as set forth in Section 15.03 below.~~

<u>CLINICAL NURSE</u>	<u>ADVANCED CLINICIAN</u>
Cancer Patient Navigator (2650)	Advanced Clinician (1140)
Care Transition Coach-RN (3224)	AIM Navigator (3544)
Case Manager I (6492)	ALS Nurse (0188)
Case Manager (1517)	Case Manager II (6493)
Clinical Evaluator I (0411)	Case Manager II-Post Discharge (2798)
Clinical Nurse (1105)	Case Manager II-SRN Float (6818)
Clinical Nurse SRN Float (3208)	Case Manager II-Triage (3321)
Clinical Nurse Weekend (6816) (0803)	Clinical Case Manager Neuro Oncology (6227)
Family Resource Center Liaison (6154)	Clinical Evaluator II (2105)
Lactation Consultant (0412)	Diabetes Prevention Coordinator (3255)
Limb Preservation (6201)	Diabetes Specialist Education (2300)
MDS Coordinator/Clinical Evaluator (6049)	ECMO Specialists (6369)
Per Diem RN-Entity Float (6808) (6810)	MCS Coordinator (6765)
Per Diem RN-SRN (6812)	MDS Coordinator (1706)
Per Diem RN-Unit (6800) (6804)	MDS/DC Planner/Rec Coord (2643)
RN Pool (3189)	Per Diem RN-AC - Unit (6802) (6806)
UR/Discharge Planner (0264)	Per Diem RN - AC - SRN (6814)
UR/UM Analyst (0279)	RN First Assist (6429)
Utilization Manager I (6778)	Specialist Educator (0959)
<u>Bed Placement Coord (TBD)</u> ¹	Transplant Specialist (2045)

¹ Sharp agrees to recognize the Bed Placement Coordinator signatures and accrete them into the bargaining unit effective upon ratification of the Agreement. However, since the Bed Placement Coordinators received annual

(P)

b.a.

JK *AP* *C&B*
TS

<u>CLINICAL NURSE</u>	<u>ADVANCED CLINICIAN</u>
	Utilization Manager II (6779) Utilization Manager II – Transfer and Admissions (6795) WOC Spec (1712)

Section 15.03 Wage Rate Increases:

All RNs designated in Section 15.02 will be placed on the attached wage gridsWage Schedules effective the first full pay period after ratification.

A. October 2022 Ratification Wage Rate Increase. Effective the first full pay period after October 1, 2022 Ratification, the Wage Schedule shall be increased by 4% in Appendix B [Bargaining Note: Sharp agrees to the Year 1 wage schedule design presented by UNAC in its 12.23.25 supposal – See attached] shall be implemented and all Full-time and Part-time Registered Nurses employed in the Clinical Nurse and Advanced Clinician job titles specified in Section 15.02 shall advance on the appropriate Wage Schedule in accordance with their years of experience (no rounding) as of October 1, 20222025, and shall have their wage rate adjusted to the wage rate shown on the Wage Schedule in Appendix B for that Step levelYOE and all current Bargaining Unit Registered Nurses will receive a minimum of a one percent (1%) five percent (5%) base wage increase and existing wage rates will not be reduced. In the event a Bargaining Unit Registered Nurse receives less than a four percent (4%) increase as a result of placement on the appropriate band on the Wage Schedule, the employee will receive a lump sum payment equal to the difference between their wage increase and four percent (4%). Any such payments will be paid to the employee as a lump sum payment based upon the employees' hours worked in FY2025. In no event will any Registered Nurse receive more than a fifteen (15%) percent ratification increase.

The Employer will need sixty (60) days after Ratification to implement the Ratification increase. Any makeup pay due as a result of the sixty (60) day implementation period will be paid within ninety (90) days of implementation.

B. October 20232026 Wage Rate Increase. Effective upon the first full pay period following October 1, 20232026, the Wage Schedule shall be increased by 3.5% three and three quarters percent (3.75%) four percent (4%) and all Full-time and Part-time Registered Nurses employed in the Clinical Nurse and Advanced Clinician job titles specified in Section 15.02 shall advance on the appropriate Wage Schedule in accordance with their years of experience (no rounding) as of October 1, 20232026, and shall have their wage rate adjusted to the wage rate shown on the Wage Schedule in Appendix B for that Step levelYOE and all current Bargaining Unit Registered Nurses will receive a minimum of a one-and-a-half percent (1.5%) four percent (4%) base wage increase and existing wage rates will not be reduced. In the event a Bargaining Unit Registered Nurse receives less than a three percent (3.0%) four percent (4%) increase as a result of

increases effective October 12, 2025, they will be placed on the newly negotiated wage scale effective upon ratification based on their years of experience. They will not receive any reduction in pay, but will not be subject to the year one (1) minimums or lump sums set forth above. Per Diem Bed Placement Coordinators will remain at their current rate and per diem structure until such time as placement in the per diem structure in the Agreement meets or exceeds their current rate. All current Per Diem Bed Placement Coordinators will be offered the option of selecting an A2 or A4 Per Diem position. Within sixty (60) days of being placed on the Nurse Wage Schedule, if a Bed Placement Coordinator does not make an election, they will be assigned a classification based on their average hours worked in the prior twelve months.

(Signature) *b.a.*

bm
DL
JK
MM
SV
C&B
TS

~~placement on the appropriate band on the Wage Schedule, the employee will receive a lump sum payment equal to the difference between their wage increase and three percent (3.0%) four percent (4%). Any such payments will be paid to the employee as a lump sum payment based upon the employees' hours worked in FY2026. In no event will any Registered Nurse receive more than a fifteen (15%) percent increase in Year 2.~~

C. ~~October 20242027 Wage Rate Increase. Effective upon the first full pay period following October 1, 20242027, the Wage Schedule shall be increased by 4% three and three quarters percent (3.75%) four percent (4%) and all Full-time and Part-time Registered Nurses employed in the Clinical Nurse and Advanced Clinician job titles specified in Section 15.02 shall advance on the appropriate Wage Schedule in accordance with their years of experience (no rounding) as of October 1, 20242027, and shall have their wage rate adjusted to the wage rate shown on the Wage Schedule in Appendix B for that Step level~~YOE~~ and all current Bargaining Unit Registered Nurses will receive a minimum of a three and three quarters percent (3.75%) four percent (4%) base wage increase and existing wage rates will not be reduced. In no event will any Registered Nurse receive more than a fifteen (15%) percent increase in Year 3.~~

E.D. ~~October 2028 Wage Rate Increase. Effective upon the first full pay period following October 1, 2028, the Wage Schedule shall be increased by three and a half percent (3.5%) four percent (4%) and all Full-time and Part-time Registered Nurses employed in the Clinical Nurse and Advanced Clinician job titles specified in Section 15.02 shall advance on the appropriate Wage Schedule in accordance with their years of experience (no rounding) as of October 1, 2028, and shall have their wage rate adjusted to the wage rate shown on the Wage Schedule in Appendix B for that YOE, all current Bargaining Unit Registered Nurses will receive a minimum of a three and a half percent (3.5%) four percent (4%) increase and existing wage rates will not be reduced. In no event will any Registered Nurse receive more than a fifteen (15%) percent increase in Year 4.~~

Section 15.04 New Graduate Registered Nurses:

Once a new graduate Registered Nurse has achieved one (1) year of Registered Nurse experience, ~~he/she~~~~they~~ shall be placed on to the ~~Step 1~~~~YOE~~ rate of the ~~wage-grid~~~~Wage Schedule~~ in effect the first full pay period following the date of achievement. Thereafter, the Registered Nurse will only move a ~~Step~~~~YOE~~ on the ~~wage-grid~~~~Wage Schedule~~ based on full years of experience rounded down pursuant to Section 15.03 and 15.05 along with the other Registered Nurses.

Section 15.05 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 applicable Wage Schedule. Years of Experience as a Registered Nurse for new hires employed in a designated classification identified in Section 15.02 shall be measured in accordance with Section 15.01 and shall be rounded down for initial placement based on the Registered Nurse's completed Years of Experience as of October 1 immediately prior to the date on which the Registered Nurse begins ~~his/her~~~~their~~ employment as a Registered Nurse with the Employer in a designated job title identified in Section 15.02 (rounding to lowest whole year of experience as measured on the prior October 1).

(P)

b/a

DM
AR
C
A
C&B
TS

Section 15.06 (TTA) Associate Degree in Nursing (ADN) Registered Nurses:

Any Registered Nurse hired or transferred after October 1, 2022, who holds an ADN degree will be given an opportunity to get their Bachelor of Science in Nursing (BSN) within five (5) years of hire. If the newly hired ADN Registered Nurse does not obtain a BSN within five (5) years of their hire date, they will be held at their step placement level at the time and continue to be paid at that step rate going forward and will not advance. For example, an ADN Registered Nurse hired and placed at step 10 in accordance with the agreement who does not obtain a BSN within five (5) years would advance on the step scale for the first five (5) years of employment, until the Registered Nurses reached step 15 (5 years). If at this point the ADN Registered Nurse has not obtained their BSN, they would no longer advance and would continue to be paid at the step 15 rate. The Registered Nurse would be held at this step level (step 15), until such time they received a BSN. Once the ADN Registered Nurse has received their BSN degree and provides proof of degree to Human Resources, they will be placed on the corresponding step level rate as calculated the first full pay period following provision of proof of the BSN degree, in accordance with the terms of this Article and shall thereafter advance on the wage rate schedule accordingly. No differential shall be paid or be effective until such documentation has been provided by the Registered Nurses to Human Resources (no retroactivity).

Registered Nurses with an ADN hired on or before ~~ratification~~October 1, 2022 will be grandfathered and shall advance on the wage rate schedule.

Section 15.07 (TTA) Classifications:

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

Clinical Nurse:	Registered Nurses from novice to experienced nurses.
Advanced Clinician:	The Advanced Clinician classification shall be available to experienced Registered Nurses who have demonstrated mastery of advanced competencies and related skills. Advanced Clinician positions shall be posted in accordance with unit requirements.

Section 15.08 (TTA) Masters Differential:

Full-time and Part-time Clinical Registered Nurses employed in the Job Titles set forth in Section 15.02 and holding a Master's degree in a health care related field shall receive a differential of two percent (2%) on all hours worked (e.g., meeting time, training and precept time) subsequent to providing valid documentation as set forth below. Registered Nurses requesting differentials in accordance with this Section shall be required to provide valid documentation of their degree(s); no differential shall be paid or be effective until such documentation has been provided by the Registered Nurses (no retroactivity). The differential provided for by this Section shall also be applicable to Full-time and Part-time Clinical Registered Nurses employed in the Job Titles set forth in Section 15.02 and hired subsequent to the date this Agreement is ratified. The differential shall not apply to Registered Nurses employed in Advanced Clinician positions.

Per Diem Registered Nurses placed on the Clinical Nurse ~~wage grid~~Wage Schedule in Appendix B holding a Master's degree in a health care related field shall be eligible to receive a differential of two percent

(2%) on all hours worked (e.g., meeting time, training and precept time) subsequent to providing valid documentation as set forth below. 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 such documentation has been provided by the Registered Nurses to Human Resources (no retroactivity). The differentials provided for by this Section shall also be applicable to Per Diem Registered Nurses hired subsequent to the date this Agreement is ratified.

Section 15.09 Per Diems

~~Per Diem Nurses in the categories set forth in the table below who are hired on or before ratification of the agreement, will remain at their current rate, until such time as placement on the wage rate schedule exceeds their current rate. These Per Diem nurses will receive the annual scheduled across the aboard (ATB) increases by virtue of being placed on the wage rate schedule, plus they will receive the additional percentage included in the below chart. Once the Per Diem nurse is on the wage rate schedule, they will advance on the step grid based on years of RN experience.~~

~~Any per diem who was in the former Per Diem III (Job Code 1115, 2730, 2940, 3558) position, which will no longer exist as a result of this transition, will be offered the option to transfer to a new Per Diem status or to a Part-time or Full-time position. The current Per Diem III RNs will continue to receive the \$64.93 rate, until such time as placement on the wage rate schedule exceeds their current rate.~~

~~All current Per Diem II and SRN Per Diem II Nurses will be incorporated into one of the new Per Diem positions outlined below, based on each individual Nurses' selection.~~

Per Diem Options/Requirements/Commitments:

Per Diem Options	Wage Rate	Years of Experience	Work Commitment	Weekend Commitment	Holiday Commitment	Float Requirements*
Per Diem A2: Unit-based	Base Rate (based on RN years of Experience) +5%	2 years	2 shifts per 4 week schedule	1 Weekend Shift per 4 week schedule Or, 1 Monday or Friday	2 'Undesignated' holidays* Option: 1 'Undesignated' Holiday could be exchanged for 1 Major Holiday	Per Unit Floating Cluster
Per Diem A4: Unit Based	Base Rate (based on RN years of Experience) +7%	2 years	4 shifts per 4 week schedule	1 Weekend Shift per 4 week schedule Or, 1 Monday or Friday	2 'Undesignated' holidays* Option: 1 'Undesignated' Holiday could be exchanged for 1 Major Holiday	Per Unit Floating Cluster

(P) b.a.

SM QPC
JK QBT

Per Diem Options	Wage Rate	Years of Experience	Work Commitment	Weekend Commitment	Holiday Commitment	Float Requirements*
Per Diem B2: Entity Based	Base Rate (based on RN years of Experience) +7%	3 Years	2 shifts per 4 week schedule	1 Weekend Shift per 4 week schedule Or, 1 Monday or Friday	1 Major Holiday, 1 'Undesignated' Holiday	Floats both within and outside cluster
Per Diem B4: Entity Based	Base Rate (based on RN years of Experience) +10%	3 years	4 shifts per 4 week schedule	1 Weekend Shift per 4 week schedule Or, 1 Monday or Friday	1 Major Holiday, 1 'Undesignated' Holiday	Floats both within and outside cluster
Per Diem C4: SRN – Based	Base Rate (based on RN years of Experience) +15%	3 years	4 shifts per 4 week schedule	1 Weekend Shift per 4 week schedule Or, 1 Monday or Friday	1 Major Holiday, 1 'Undesignated' Holiday	Floats to more than one entity

- ❖ Undesignated holidays are Super Bowl, Easter, Halloween, Black Friday
- ❖ Floating will be in accordance with the requirements set forth in ~~the new Floating article~~Article 27.

Per Diem B2:

This position is included in the above chart, however, no new Registered Nurses will be hired into this position.

SRN Per Diem 1:

This position is not included in the above chart because no new Registered Nurses will be hired into this position. Current SRN Per Diem 1 Nurses will have the option of keeping this position or will have the option of transferring into one of the new Per Diem positions outlined above, based on each individual Nurses' selection.

The SRN Per Diem 1 (Job Code 1111) nurse position requires a minimum of 5 years' experience. As an exception to per diem differential chart above, The SRN Per Diem 1 nurses will remain at the current rates as of ratification of this Agreement of \$54,4360.93 and will receive the wage increases in Section 15.03-a 5% base wage increase in Year 1, a 4% increase in Year 2, a 3.75% increase in Year 3, and a 3.5% increase in Year 4 the annual scheduled ATB (i.e., 4% Year 1, 3.5% Year 2 and 4% Year 3). The commitments required for SRN Per Diem 1 are as follows:

- 3 or more shifts during the quarter
- 1 Weekend Shift per quarter
- 1 Major Holiday, 1 Minor Holiday

- Floats per Unit Floating Cluster

Section 15xx. SRN Full Time and Part Registered Nurses

SRN Employees are required to float to more than one entity. SRN Full-Time and Part Time Registered Nurses will be placed at the appropriate place on the Wage Schedule based on their years of experience plus a fifteen percent (15%) differential on all hours worked.

Section 15.10 (TTA) Weekend Clinical Nurse

Registered Nurses employed in the Weekend Clinical Nurse position job code 0803, hired on or before the ratification agreement shall continue to receive a ten percent (10%) premium above their wage rate based on their years of experience per the Wage Schedule at Appendix B for all weekend shift hours worked. These Registered Nurses will remain at their current rate until such time that placement on the wage rate schedule exceeds their current rate. These Nurses will receive the annual scheduled across the aboard (ATB) increases by virtue of being placed on the wage rate schedule and will receive the additional 10% premium. Once the Weekend Clinical nurse is placed on the wage rate schedule, they will advance on the step grid based on years of experience.

Section 15.11 (TTA) On-Call Pay:

A Registered Nurse assigned/scheduled or who volunteers to work on-call status shall be paid \$15.00~~24.00~~ per hour, or healthcare minimum wage if higher for each hour spent in an on-call status. Effective January 1, 2023, on-call pay shall increase to \$15.50. No shift differential applies to on-call hours. Based upon operational considerations, assigned/scheduled on-call may be required. 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 continues 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 15.12 (TTA) On-Call Status:

1. Assigned/scheduled on-call will not be used as a substitute for adequate staffing and will not be instituted unless all other options have been explored, including using SRN nurses. Other options may be explored through discussions between the manager and employees working in the unit. After all options have been explored at the unit level and where management continues to believe that institution of assigned/scheduled 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 assigned/scheduled on-call with management. If discussions during this meeting do not result in agreement on an alternative to assigned/scheduled on-call, management shall have the right to implement assigned/scheduled on-call in the specified unit with fifteen (15) days advance notice to the affected bargaining unit Registered Nurses unless necessary to provide patient care due to an internal or external emergency as defined in Section 14.14. Management will not continue the interim

(P)

b.a.

ES
H

DQ

GM

MC
OB
8K
TS

Implemented on-call change for an unreasonable amount of time. However, once an interim on-call assignment has been in place for twenty-one (21) days, management will either fill the vacancy with a traveler or agency nurse or post an open position in accordance with Article 12 – Job Posting & Filling Vacancies.

2. In units where assigned/scheduled on-call is required, Registered Nurses shall be assigned to on-call status for particular shifts (or four, six, eight, ten, 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/schedule 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/scheduled 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 base rate of pay ("call-back pay"). A Registered Nurse called in to work when on-call will be paid two times the Nurse's base 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 Registered Nurse reports to work or begins required work activities.
4. If requested by the Registered Nurse, a Registered Nurse on assigned/scheduled on-call who is called back to work where the call back results in less than eight (8) hours off before the Registered Nurse's next scheduled shift, the Employer shall attempt to provide an adequate rest period before the Registered Nurse shall be required to report for his/her next scheduled shift.
5. 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.

Section 15.13 (ITA) 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

AMC
SK *PA* *DA* *TS*
C&B

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
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 15.14 (TTA) Mileage Allowance:

The Employer will reimburse employees at or above the applicable IRS rate for the authorized use of their personal vehicle. Expense checks for Home Health and Hospice Registered Nurses shall be sent by U.S. Postal service by the twentieth (20th) of the month after the expenses were incurred, provided that the employee timely submits his/her paperwork for reimbursement. Alternatively, Registered Nurses may choose to receive their expense checks via direct deposit by completing and submitting appropriate forms allowing for direct deposit as provided by the Employer. Direct deposit reimbursement will be made with the normally scheduled bi-weekly payroll after the expenses were incurred, provided the employee timely submits their paperwork for reimbursement.

Section 15.15 (TTA) 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. The Employer will also notify UNAC/UHCP in writing. 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). The Employer shall provide the Union with written notice of the details of any new incentive plan(s) implemented at the System and/or the unit level.

Section 15.16 (TTA) Charge Nurse Differential:

A Clinical Registered Nurse who serves as a charge nurse will be paid a differential of two-three dollars and fifty cents (\$2.50~~3~~.00) per hour for hours worked in charge of an inpatient or outpatient department where the Clinical Registered Nurse 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 two (2) hours during his/her shift to qualify for the differential. Registered

(p)

B.A.

EFK
CJM
JDC
CBB
QDC
89K
F3

Nurses working in an Advanced Clinician role or receiving Advanced Clinician pay are not eligible for any charge nurse differential.

Section 15.17 (ITA) 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.

The Employer will continue to provide training to those Registered Nurses who assume the role of preceptor which includes providing tools for the preceptor to use.

A preceptor differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Clinical Registered Nurses who have been designated by the unit manager to serve in the preceptor role for all hours actually spent by the Clinical Registered Nurse serving in the preceptor role. Managers will make reasonable efforts to seek qualified volunteers for preceptor assignments before assigning any mandatory preceptor assignments. The assignment of preceptor duties to a Registered Nurse shall be at the manager's discretion based on unit needs. Registered Nurses working in an Advanced Clinician role or receiving Advanced Clinician pay are not eligible for any preceptor differential.

P B.A.

GM JK
Duct DQ
C&B
SK +

Sharp Economic Supposal: Nurse Wage Structure
presented 08 Jan 26

YoE	Current CBA	Year 1 Structure placement or 5% min	Year 2 4% ATB or 4% min	Year 3 4% ATB or 4% min	Year 4 4% ATB or 4% min
0	\$56.58	\$61.74	\$64.21	\$66.77	\$69.44
1	\$59.97	\$63.15	\$65.67	\$68.29	\$71.01
2	\$63.42	\$64.55	\$67.13	\$69.80	\$72.59
3	\$64.69	\$65.95	\$68.59	\$71.32	\$74.17
4	\$65.98	\$67.36	\$70.05	\$72.84	\$75.75
5	\$66.64	\$68.76	\$71.51	\$74.36	\$77.33
6	\$67.31	\$70.17	\$72.97	\$75.88	\$78.91
7	\$67.98	\$70.17	\$72.97	\$75.88	\$78.91
8	\$68.66	\$70.17	\$72.97	\$75.88	\$78.91
9	\$69.35	\$71.57	\$74.42	\$77.39	\$80.48
10	\$70.04	\$71.57	\$74.42	\$77.39	\$80.48
11	\$70.74	\$71.57	\$74.42	\$77.39	\$80.48
12	\$71.45	\$74.02	\$76.98	\$80.05	\$83.25
13	\$72.16	\$74.02	\$76.98	\$80.05	\$83.25
14	\$72.89	\$74.02	\$76.98	\$80.05	\$83.25
15	\$73.61	\$76.48	\$79.53	\$82.70	\$86.01
16	\$74.35	\$76.48	\$79.53	\$82.70	\$86.01
17	\$75.09	\$76.48	\$79.53	\$82.70	\$86.01
18	\$75.85	\$76.48	\$79.53	\$82.70	\$86.01
19	\$76.60	\$79.64	\$82.82	\$86.12	\$89.56
20	\$77.35	\$79.64	\$82.82	\$86.12	\$89.56
21	\$78.12	\$79.64	\$82.82	\$86.12	\$89.56
22	\$78.91	\$79.64	\$82.82	\$86.12	\$89.56
23	\$79.69	\$82.80	\$86.10	\$89.53	\$93.11
24	\$80.49	\$82.80	\$86.10	\$89.53	\$93.11
25	\$81.30	\$82.80	\$86.10	\$89.53	\$93.11
26	\$82.11	\$82.80	\$86.10	\$89.53	\$93.11
27	\$82.93	\$85.95	\$89.38	\$92.95	\$96.66
28	\$83.76	\$85.95	\$89.38	\$92.95	\$96.66
29	\$84.60	\$85.95	\$89.38	\$92.95	\$96.66
30	\$85.61	\$85.95	\$89.38	\$92.95	\$96.66
31+	\$86.64	\$90.16	\$93.76	\$97.50	\$101.39

TA V9/26
 For SCNN
 S. S. Smith
 Hayley Kellie Don O'Neil
 Mr.
 Paul J. Kellie
 Francesca Demar
 Michael Kellie
 Donell
 Mr.
 Bob Dufour
 D. Kellie
 Alison Bookman
 E. Kellie
 M. Kellie
 M. Panuelos

P
 T. A. Sharp
 For Sharp and
 Health Care
 1/1/26 B.C.
 VR 28 S.S. CB RS No
 CR

Sharp HealthCare – UNAC/UHCP Side Letter Regarding Cap on Wage Increases

Sharp HealthCare ("Sharp") and UNAC/UHCP (the "Union") (collectively the "Parties") agree to enter into this side letter regarding an annual cap on wage increases during the term of the 2026 through 2029 Collective Bargaining Agreement ("CBA") between the parties. The CBA provides for wage increases to bargaining unit Registered Nurses after ratification of the agreement and in October of 2026, 2027 and 2028. The Parties agree that in no event shall any Registered Nurse receive more than a fifteen (15%) annual increase.

Date: 1/19/24

B. A.
Sharp HealthCare
Barbra A. Arnold

Date: 1/9/24

P.C.
UNAC/UHCP, SPNN
Pamela Chandran

Side Letter Regarding Sharp HealthCare – UNAC/UHCP Ratification Bonus Payments

Effective the first full pay period following ratification, Sharp HealthCare ("Sharp") will pay a Ratification Bonus to eligible Sharp bargaining unit members who are employed as of the date of Ratification of this Agreement.

The one-time Ratification Bonus payment will be \$1,000 for all bargaining unit Registered Nurses who have an FTE of .6 and above and \$500 for all Registered Nurses with an FTE of below .6.

These Ratification payments will not be considered wages and will not be included in the Registered Nurses' regular rate of pay for purposes of calculating overtime. Registered Nurses must also be employed on the date the Ratification payment is paid out in order to be eligible. The above referenced payment amounts are the gross amounts and are subject to standard withholdings and deductions.

Date: 1/19/26

B. Arnold
Sharp HealthCare
Barbra A. Arnold

Date: 1/9/24

P. Chandran
UNAC/UHCP, SPNN
Pamela Chandran

ARTICLE 16
PAID TIME OFF PROGRAMS

Section 16.01 EligibilityPaid Time Off (PTO):

For Full-Time and Part-Time employees, the increment of PTO earned each pay period is based on assigned hours and continuous length of service with Sharp HealthCare in a Full-Time or Part-Time position. The amounts depicted in the chart below reflect the per pay period accruals for a Full-Time employee assigned 72 or more hours per pay period (0.9 FTE). Employees assigned less than 72 hours per pay period receive a pro-rated portion of the amounts below based on regular assigned hours. Once the PTO accrual cap is reached, no further PTO will accrue until the employee's PTO balance falls below the cap.

<u>Years of Service</u>	<u>Annual Accrual (Days/Hours)</u>	<u>Staff Accrual (hours per pay period)</u>
<u>0-4</u>	<u>25 days (200 hours)</u>	<u>7.69 hours ppp</u>
<u>5-9</u>	<u>30 days (240 hours)</u>	<u>9.23 hours ppp</u>
<u>10-19</u>	<u>35 days (280 hours)</u>	<u>10.77 hours ppp</u>
<u>20 or more</u>	<u>36 days (288 hours)</u>	<u>11.08 hours ppp</u>

The employer will continue its PTO cash-out policy current as of the ratification of this Agreement.

(We propose moving this paragraph to the beginning of this section 16.01) 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.

In addition to Sharp's ESI accrual system, Sharp HealthCare will provide every Full Time and Part Time Bargaining Unit employee twelve (12) hours of ESI as a front loaded/infusion benefit during the first full pay period after January 1 of 2026.

Section 16.02 Extended Sick Insurance

In lieu of the current accrual system, current Full-Time and Part-Time Bargaining Unit employees will receive a front load of **seventy (70) seventy two (72)** hours of ESI on January 1 of each year. All unused ESI hours will continue to rollover into subsequent calendar years.

Newly hired Bargaining Unit Full-Time and Part-Time employees will continue to accrue one hour of ESI for every 30 hours paid time under Sharp's existing structure, consistent with Sharp's existing policies.

(P)

B.A

HJ
AM
SP
DO
CB
BK
#s

All unused ESI hours will continue to rollover into subsequent calendar years. Upon reaching their first January 1, these newly hired Bargaining Unit Full-Time and Part-Time employees will receive a front load of **seventy (70)** **seventy two (72)** hours of ESI on January 1 of each year.

The annual front loading of hours for Full-Time and Part-Time employees shall occur on a one-time (1x) annual basis regardless of the change in FTE status of an employee.

Per Diem Bargaining Unit employees will continue to accrue one hour of ESI for every 30 hours worked time under Sharp's existing structure. The existing ESI policies for Per Diems will continue.

Bargaining Unit employees who convert from Full-Time or Part-Time status to Per Diem status will retain up to 120 hours of existing ESI hours in the Per Diem role. Bargaining Unit employees who convert from Per Diem to Full-Time or Part-Time status will be entitled to a one-time (1x) front loading of **seventy (70)** **seventy two (72)** ESI hours, provided that they did not already receive the annual front load amount earlier in the calendar year.

Bargaining Unit employees must use ESI to cover unscheduled absences if they have it. Effective January 1, 2026, if a bargaining unit employee does not have enough ESI to cover the unscheduled absence, the employee may cover the rest of the time with PTO (if they have it) or may take it unpaid, at the Registered Nurse's direction.

Before issuing discipline to any Registered Nurse as a result of taking a day off for a purpose which is covered by ESI entitlements, but for which the Registered Nurse does not have sufficient ESI in their bank to cover the absence, the Employer will consider the Registered Nurse's attendance record before issuing discipline.

Sharp will comply with California law regarding California Paid Sick Leave and California Labor Code Section 233 ("Kin Care").

P B.O.

H
AM C
P C E S
OO
C E B
JK #

Sharp HealthCare Proposal to SPNN-UNAC/UHCP

Side Letter¹ Regarding Attendance Policy

Part of Economic Package Proposal #5 – November 12, 2025

Sharp HealthCare ("Sharp") and SPNN-UNAC/UHCP (the "Union") (collectively referred to herein as the "Parties") agree to this Side Letter regarding attendance and ESI.

Effective Date: January 1, 2026:

- Sharp HealthCare agrees to add a definition of "Tardy" in the Attendance Policy that allows for a grace period of 5 minutes past the scheduled start time.
- Sharp agrees to increase the number of attendance occurrences that result in corrective action and/or discharge as follows:

Number of Occurrences	Outcome
3 5	Verbal Clarification
4 7	Written Clarification of Expectation
5 8	Written Warning
6 9	Final Written Warning
7 10	Discharge

Sharp agrees that these modifications to Sharp's Attendance Policy will remain in place during the term of the 2025 to 2028 Collective Bargaining Agreement between the Parties.

The Union filed grievance 31-37-2024-YG01 on January 26, 2024, related to Sharp's ESI Policy (the "Grievance"). The Parties wish to resolve the Grievance as a result of this Side Letter. The Union agrees not to re-file any grievances or charges arising out of the factual issues set forth in the Grievance. This side letter is not intended to waive the Union's right to bring grievances or charges arising out of events which occur after the date this side letter is fully executed.

Date: _____

Date: _____

Sharp HealthCare
Barbra A. Arnold

SPNN-UNAC/UHCP
Pamela Chandran

¹ Side letters are not published in the CBA.

(TTA) Article 17 – Leaves of Absences – Sharp holds on its proposal dated November 12, 2025

(TTA) Side Letter Regarding Attendance Policy – Sharp holds on its side letter proposal dated November 12, 2025, with the following exception. The modifications to the attendance policy will be effective the first full pay period following ratification.

P

D.G.

HR
E
DL
R
SAC
CRB

SHARP HEALTHCARE – COUNTER PROPOSAL #4 TO SPNN-UNAC/UHCP

November 12, 2025

ARTICLE 17 **LEAVES OF ABSENCE**

Section 1701. (TTA) Leave of Absence Conditions:

Unless otherwise required by state, ~~or federal, or local~~ 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 17:

1. The maximum duration for any combination of leaves of absences referenced in this Article shall be governed by applicable law and this Article.
2. For Full-time and Part-time Registered Nurses, the Employer's share of insurance premiums will continue to be paid by the Employer for up to 168 days or 24 weeks of leave in one 12-month period, or for longer if required by law, as long as the Registered Nurse continues to pay their share of premiums.
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. (TTA) Military Leave:

A leave of absence for military service commitment ~~and other protected military-related leaves~~ 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. -The Employer will allow employees on a military leave of absence to utilize their accrued PTO as required by law. -In no other circumstances will employees be entitled to a paid leave of absence for military service, except as required by law. 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~~ apply for re-employment within the time limits specified under the law. The Employer will fully comply with all federal,

state, and local laws pertaining to leaves of absence by military personnel in any of the United States military.

Section 1703. (TTA CCL) 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 Legally Mandated Leaves 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. The Employer shall also comply with all other federal, state and local laws entitling Bargaining Unit Registered Nurses to leaves of absence, including but not limited to the Americans with Disabilities Act, the Pregnant Workers Fairness Act, California Healthy Workplaces/Healthy Families Act, the Fair Employment and Housing Act, Pregnancy Disability Leave Act and California laws providing for protected leaves for victims of crime or abuse, for alcohol or drug rehabilitation, for bone marrow and organ donations, for crime victims to attend judicial proceedings, and legally mandated religious leave requirements.

Section 1705. (TTA) Occupational Injury or Illness Leave of Absence:

Commencing on the first day of employment for those absences covered by Workers' 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 treating physician, or QME/AME, if applicable, from the period of temporary disability and is medically determined to be capable of, and qualified to perform the essential functions of their former position with or without reasonable accommodation.

If a Registered Nurse is released to return to work by their treating physician, or QME/AME, if applicable, from an occupational injury or illness, without medical restrictions and/or limitations, the Employer shall place the Registered Nurse in their former position or a comparable position, if their former position is no longer available, at their regular rate of pay as soon as reasonable, not to exceed seven (7) days.

If a Registered Nurses is released to return to work from an occupational injury or illness with permanent restrictions and/or limitations, the Employer will place the Registered Nurse in their

former position provided the Registered Nurse is medically determined to be permanent and stationary and is qualified and capable of performing the essential functions of their position, with or without reasonable accommodation, and provided that the former position is still available. If the Registered Nurse is unable to perform the essential functions of their former position with or without reasonable accommodation, that Registered Nurse has the opportunity to bid on any job vacancy ~~he/she/they are~~ is medically capable of and qualified to perform, with or without reasonable accommodation, per their medical restrictions and/or limitations. Where no appropriate position has been identified the Registered Nurse will be eligible for a supplemental job displacement benefit as outlined in California Labor Code, Section 4658.7.

Upon release from the treating physician, or QME/AME, if applicable, for occupational injury or illness the Employer may request that the Registered Nurse provide a return-to-work authorization containing the name of physician (treating or QME/AME, if applicable), physician's signature, and clarification of any permanent restrictions and/or limitations to allow the Employer to make appropriate determination of positions the Registered Nurse can perform, if any, and date released to return to work.

~~Consistent with California Labor Code requirements, If a nurse has been out of work due to an occupational injury or illness for more than fourteen (14) days, or the nurse has been hospitalized as an in-patient due to an occupational injury or illness, and has used PTO or ESI to cover the first three (3) days away from work, the Employer shall restore any PTO or ESI used to the nurse's bank by the second full pay period following the fourteen (14) day period.~~

Unless expressly stated otherwise, ~~N~~othing in Section 1705 shall diminish or otherwise alter the employee's or the Employer's rights under California law governing workers' compensation.

Section 1706. Bereavement Leave:

~~Regular~~ Registered Nurses, including Per Diem nurses with scheduled hours, 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~~ Registered Nurses, including Per Diem nurses with scheduled hours, may request approval to extend their will receive additional unpaid bereavement leave by of up to thirty-six (36) additional hours upon request. 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 the thirty-six (36) additional hours provided herein.

~~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.~~

Employees must take Bereavement Leave within three (3) months of the date of expiration of the family member. Employees have the choice to take Bereavement Leave either consecutively or separately over the three (3) months.

Section 1707. (TTA CCL) Medical Appointments:

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

Section 1708. (TTA) 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-ten~~ 105 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~~their 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~~three (3) 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~~their shift scheduled to begin the day before and/or the day of ~~his/her~~their jury service.

Section 1709. (TTA) 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. Upon return from a catastrophic 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, if available.

Section 1710. (TTA) Religious Leave:

Employees' requests for leave for bona fide religious observances and practices will be reasonably accommodated in accordance with the law. Notice of the leave must be requested when the employee knows the leave is needed, i.e., notice in advance of a known day of observance.

Section 1711. (TTA) Firefighter Leave:

Employees who are registered as volunteer members of a regularly organized fire department will be granted leave for emergency fire duty in accordance with the law. The employee is required to notify ~~his or her~~ their supervisor of ~~his/her~~ their firefighter schedule when the employee knows leave is needed, or as soon as possible.

Section 1712. (TTA) Reproductive Loss Leave:

Employees who have been employed for at least thirty (30) days and have suffered a reproductive loss such as miscarriage, stillbirth, failed adoption, failed surrogacy, or qualifying events will be granted a minimum of five (5) days' leave and no more than twenty (20) days in a one-year period pursuant to SB 848. An employee can take leave following their own reproductive loss event or that of another person such as a spouse or partner, if the Employee would have been the parent of the child born or adopted. Such leave must be taken within three (3) months of the reproductive loss. Reproductive loss leave is separate from, and in addition to, other types of leave to which employees are entitled. In addition to paid Bereavement Leave in Section 1706, the affected employee may take this leave paid from either ESI or PTO at their discretion, unpaid at their discretion, or a mix thereof at their discretion.

Section 1713. (TTA) Children in School or Day Care Leave:

An Employee who is a parent or guardian of a child of the age to attend Kindergarten through 12th grade, may upon reasonable notice take up to 40 hours each school year, per child, to participate in child-related activities of the school or of a licensed child-care provider, including to enroll, or re-enroll the child in school, to participate in activities of the school, or to address a school emergency. The leave is limited to eight (8) hours per month. The affected employee is required to use PTO, unless the emergency qualifies the employee for ESI usage. If the employee does not have enough PTO or ESI (if applicable), the employee may take the time not covered by PTO or ESI as unpaid time.

Section 1714. (TTA) School Discipline:

In the event of a child suspension or expulsion, the Employer will comply with the requirements of California Labor Code Section 230.7 for the purposes of granting leave. The Employee is required to provide reasonable advance notice of the need for leave.

Section 1715. (TTA) Civic Duty Leave:

Employees will be granted paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote in accordance with California Elections Code 14000.

ARTICLE 18
HEALTH, DENTAL AND INSURANCE PLANS (TA)

Section 18.01 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 18.02 Side Letter: Maintenance of Benefits

Health & Dental benefits will continue to be maintained at comparable or improved levels to those currently in place. This includes maintenance of benefits as defined by out-of-pocket costs for accessing benefits. Employee premium contributions to any Employer-provided plan will not increase by more than five (5) percent each plan year are subject to the Memorandum of Agreement regarding benefits entered by the Employer and the Association.

Section 18.03 Medical Insurance Waiver:

Sharp will continue to offer Registered Nurses who wish to waive medical coverage an additional twenty dollars (\$20.00) to their bi-weekly earnings.

Section 18.04 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.

DP
AK
JL
AL
A
TS
CB

(P)

(B) A

Section 18.05 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 18.06 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 18.07 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.

DL #2
JL
JK
JK CEB

(P)

B.A.

Section 18.08 Other Plans:

Registered Nurses shall be able to participate in the other insurance programs under the same conditions offered to non-bargaining unit hospital employees.

P B.A.

DR H
CHM C
P C AS
JOK TS
C&B

Sharp HealthCare Counter Proposal to SPNN-UNAC/UHCP

Article 19 - Professional Liability Coverage

September 12, 2025

Section 1901: Coverage

The Employer carries Professional Liability coverage which includes coverage for Registered Nurses in its employ. As delineated in the Employer's Professional Liability policy, the Employer will indemnify and defend Registered Nurses for professional negligence claim(s) brought against the Registered Nurse for alleged injuries and/or damages arising out of said Registered Nurse's acts and/or omissions within the scope of their duties during employment.

TA a/12/25

TA FOR UNAC-SPNN

BS

ejm
Alison Blantz

A. Lavel

WJ

JK

holly reed
smithmire

TA for Sharp
9/12/25

RD ME UR PHM
MP
WHR

Shay @

ARTICLE 20 EDUCATION (TA)

Section 20.01 (TTA) 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 textbooks 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 \$1,250 reimbursement following ninety (90) calendar days of continuous employment with Sharp HealthCare. Part-time personnel will be eligible on a pro rata basis following ninety (90) calendar days of continuous employment.

The Employer will also reimburse Registered Nurses who are enrolled in an accredited degree program up to an additional \$30005.250 annually for registration, tuition, and textbooks for such programs. The Employer shall endeavor to modify a Registered Nurse's work schedule to accommodate the Registered Nurse's participation in an accredited degree program.

Registered Nurses with more than twenty (20) years' experience as a Registered Nurse at Sharp HealthCare, including service as a Registered Nurse at its predecessor entities, shall also be allowed to utilize a portion of the educational assistance provided for by this Section 20.01 for travel and/or lodging in relation to attendance at Continuing Education resulting in Continuing Education Units as required by the BRN. Effective upon January 1, 2020-Registered Nurses with fewer than twenty (20) years' experience as a Registered Nurse at Sharp HealthCare, shall also be allowed to utilize up to \$350 of the educational assistance provided for by this Section 20.01 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) calendar days after returning from said leave, be eligible for reimbursement as provided above.

Section 20.02 (TTA) 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 and required CPR (including CPR done via RQI), ACLS, PALS, and NRP certifications shall be compensated at the Registered Nurse's hourly rate of pay if the certification is required by the Registered Nurse's current position. With advanced approval from their Manager or designee which will not be unreasonably denied, a Registered Nurse may voluntarily complete required online trainings at home at their base rate of pay. Registered Nurses may not schedule/complete such trainings in a way that triggers overtime or reporting time pay and are not

✓
All of
P
89
C&B

②

b.a.

entitled to the minimum two (2) hours for attendance at a mandatory training set forth above. If necessary, a Full-Time Registered Nurse may schedule training from home in a way that triggers overtime pay, provided they have advance approval from their Manager and provided they have explored all other options. The minimum two (2) hour reporting pay requirement does not apply to on-line trainings completed at home. Part-Time and Per Diem Registered Nurses may not schedule on-line trainings at home in a manner that triggers overtime. If necessary, a Full-Time Registered Nurse may schedule training from home in a way that triggers overtime pay, provided they have advanced approval from their Manager or designee, and provided they have explored all other options.

When management requests a Registered Nurse to seek a certification (e.g., trauma nurse core curriculum, chemotherapy, oncology) due to unit specific needs, and such certification is not offered by Sharp, either in a classroom setting or online, the Registered Nurse can attend the course externally and will be reimbursed for course time, expenses, and fees (consistent with applicable expense reimbursement policies) upon successful completion. Time shall be compensated at the Registered Nurse's base hourly rate of pay. Such courses must be approved in advance.

Section 20.03 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 20.04 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 textbooks for such programs pursuant to Section 20.01 above.

Section 20.05 (TTA) 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 listed in the Demographic Data Collection Tool (DDCT), or who renew such certification, shall be eligible for reimbursement of up to \$400.00 per year for such exams/renewal fee. In addition, Registered Nurses shall be paid a \$200.00300.00 lump sum bonus for achieving an initial national certification and a \$100.00200.00 lump sum bonus for renewing a national certification. Registered Nurses will be required to submit their request for certification bonuses within ninety (90) days of receipt of the certification, consistent with Sharp's expense reimbursement policy.

Section 20.06 (TTA) Tuition Reimbursement and Education Assistance

Effective January 1, 2023, the Employer will provide a no cost option to all Full-time or Part-time Registered Nurses who pursue a BSN while employed by Sharp Health.

The Employer will provide free expert educational coaching, guided assistance to pursue student loan forgiveness and student loan repayment reduction to all Registered Nurses through Guild or another similar education administrator.

② B.A.

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.

TA 1 to 5 PW / UNHCR
1/23/2012 DC (initials) ST
DS DR
AKG DR
HR
Paul Kelly (initials) W
John Kelly (initials) W
A. Sanbrad. (initials) 50

T.A. CCR
for Sharp Healthcare
1/23/2012
h.a. ml
RP
OB
J. "C"

73491901.v1
A. Sanbrad.
OB

D.MB

Sharp HealthCare Proposal to UNAC/UHCP-SPNN – July 23, 2025

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. The Employer shall put in place policies and procedures to protect Registered Nurses against high-risk infections disease/illness.

Section 2202. Responsibility:

It shall be the responsibility of the Employer and 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. Employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures and the routine evaluation of safety hazards. Employees are encouraged to bring all identified issues forward to management. 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. The Employer shall provide training to Registered Nurses on required safety procedures.

Section 2203. Infectious or Contagious Disease:

A Registered Nurse who may be at risk of exposure to high-risk infectious agent or agents (for example, bacterial meningitis, TB, zika, etc.) 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. Once a patient's diagnosis is confirmed, contact will be initiated to exposed Registered Nurses as expeditiously as is reasonably possible, not to exceed seventy-two (72) hours.

Section 2204. Infectious Disease Notification:

The Employer will comply with OSHA and Cal/OSHA requirements as well as California's COVID-19 Prevention Emergency Temporary Standards for notifying the Association and Registered Nurse(s) regarding any infectious disease/illness exposures. The Employer will include type of disease or illness, entity, unit, date and time and description of exposure in the notification to the Registered Nurse. The Employer will continue its attempts to notify the Registered Nurse until it receives acknowledgement from the Registered Nurse.

Section 2205. Personal Protective Equipment:

The Employer shall provide all legally required personal protective equipment (PPE), including PPE required by OSHA, Cal/OSHA, and CDPH, necessary for Registered Nurses to be protected from and/or exposed to any high-risk infectious disease/illness.

Section 2206. 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. The Employer and the Association shall routinely review at each local RNAC meeting the physical violence or threat of physical violence incidents for that RNAC's facility.

Section 2207. 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 be given the opportunity to be free from duty without loss of pay and benefits for the remainder of the employee's scheduled shift.

DS
J.W.
HC
AP
Robert Sanford
Paul Kelly
Don Davis
A. Sanford
S. A.
52
73194001cl

SHARP HEALTHCARE – COUNTER PROPOSAL TO SPNN-UNAC/UHCP

September 29, 2025 – Parties Agree to CCL

ARTICLE 23

FULL NEGOTIATIONS, COMPLETE AGREEMENT AND WAIVER

Section 23.01 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 23.02 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 4.08 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 23.03 Complete Agreement:

Based upon Sections 23.01 and 23.02 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 23.04 Waiver:

Notwithstanding the provisions of Section 1.02 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 23.05 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.

b1
b2
m3



SHARP HEALTHCARE COUNTER PROPOSAL #3 TO SPNN-UNAC/UHCP –

Article 24 – October 22, 2025

Article 24
(TTA) RETIREMENT PLANS

24.01 Eligibility:

Sharp HealthCare currently offers the Sharp\$aver 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 24.01 shall continue subsequent to the expiration of this agreement.

T.A.
for Sharp
Healthcare
10/24/25
B. A.
P. C.A. 55
AB
John Caylor

T.A. for
Union 10/24/25

B.S.
Alison Goodman
Francesca Sanford

Hayley Zelias
Dawn Vining

J.A.
Millicent

Hayley

D. M. Kelly
Paul Kelly
A. Lauer

ARTICLE 25

RETIREE MEDICAL BENEFITS (TTA)

Section 25.01 -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, and who is a participant in the Sharp medical plan at the time of 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 25.02 -Medical Plan Options:

All eligible retirees as described in Section 25.01 above shall have a one-time option, which must be exercised during the ninety (90) day period prior to retirement date, to enroll/continue in the ~~Basic HMO medical plan~~Sharp Basic 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 25.03 -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 25.04 - 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.

Section 25.05 - Retirement and Retiree Medical Benefits:

Within ninety (90) days of ratification of this Agreement, Sharp HealthCare will continue to provide Registered Nurses with the opportunity to fund a Retirement Health Reimbursement Account up to \$20,000 the maximum set forth below at retirement if at age 59 1/2 55 or older with Extended Sick Insurance (ESI) leave balances in accordance with Internal Revenue Service regulations according to the following schedule:

- 25% of the value of the ESI balance at retirement with at least 10 years of service at Sharp HealthCare, up to a maximum of \$20,000
- 50% of the value of the ESI balance at retirement with at least 20 years of service at Sharp HealthCare, up to a maximum of \$25,000

R

B.A.

AB
CB
CD
DP
JK
OB
TS

75% of the value of the ESI balance at retirement with at least 30 years of service at Sharp HealthCare,
up to a maximum of \$30,000

@ b.a.

CSB
AMC
DQ
BKF

TA for Sharp
DP e-mail
MP 10/2025
at home

SHARP HEALTHCARE – COUNTER PROPOSAL TO SPNN-UNAC/UHCP

August 14, 2025

ARTICLE 26 ASSOCIATION LEAVE OF ABSENCE AND ACCESS RIGHTS

Section 26.01 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. Approval for such time off shall be granted subject to operational considerations. 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 an Association 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 the same assignment is not available, the employee will be offered an assignment of equivalent status and shift.

Section 26.02 Access:

Association Members on Association Leaves 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. Notice of intent to take access will be made at least twelve (12) hours prior to the time at which the Association Members on Leave of Absence wish to take access. Notice will be given to Sharp Labor Relations via e-mail (labor.relations@sharp.com) the Chief Nursing Officers ("CNO") and the Human Resources ("HR") Director for the facility. Notice of intent to take access during the weekend will be given by Friday at 5:00 p.m. and will set forth the time that the access will be taken during the weekend. Access shall be limited to twelve (12) hours during a 24-hour period.
2. Employee(s) shall be free to meet with bargaining unit members during access so long as the meeting does not occur during the working time of the employee(s) or in-patient care areas.
3. The Employer shall furnish Association Members identification badges in accordance with the Badge Access and Identification Policy. Association Member identification badges shall include the Association Member's photo, full name and shall identify them as a union representative. The identification badge will be green. Association Members on a leave of Absence are subject to the current safety policies.
4. Employee Association Members on Association Leaves shall not conduct Association business during the working time of the employee(s) with whom they are discussing Association business.

ek aky
DP Peter
MP VLP

Section 26.03 Reduction of Hours/FTE:

Up to four (4) appointed representatives of the Sharp Professional Nurses Network, (SPNN) shall have the option to reduce their current hourly status to a Part-time and/or Per Diem position status for the duration of their term in office, subject to operational considerations. Upon expiration of the Registered Nurse's reduced schedule, the Registered Nurse shall be reinstated to their prior schedule worked before commencement of the leave.

TA 9/25

Unton

~~BBG~~

Sharp

TA for sharp

PD
MK
UR
MP

Sharp

Alison Goodman

Haen

~~Mark~~
Drea Martin

Hayes Dallas

Chri
a. 72

Robert Palmer

Francesca Sanford

Paul Kelly

ARTICLE 27 **FLOATING AND CANCELLATION**

Section 2701. Floating:

(TTA) A. Floating shall be in the following order:

1. Travelers and Registry.
2. Volunteers.
3. SRN ~~Per Diems~~ on a rotational basis
4. ~~SRN Full-time and Part-time on a rotational basis.~~
5. 4. Unit based Per diems on a rotational basis.
6. 5. Regular Full-time and regular Part-time on a rotational basis, including nurses on P4.

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. Registered Nurses shall receive orientation to the newly assigned unit prior to accepting a patient assignment as per Title 22. Orientation in this context means understanding the new unit's standard of patient care and familiarization with the unit's practices.
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, without appropriate support and resources as required by Title 22 and until all standards of competency for the unit have been validated.
3. Newly hired new graduates will not be floated from their home department until they complete their clinical orientation and until they have been employed for 6 months, unless otherwise mutually agreed upon.
4. Newly hired experienced Registered Nurses shall not float until completion of orientation to the unit/department for which they were hired and until they have completed at least thirty (30) calendar days of employment with the Employer, unless otherwise mutually agreed upon.

C. Floating assignments shall be made in accordance with a facility's established float clusters. Any change to any existing float cluster shall be mutually agreed upon at the appropriate facility RNAC prior to implementing a change. Either party may propose a change to a float cluster. If a facility RNAC is unable to agree on a change to a float cluster, the Association or the Employer may refer the disagreement to the System RNAC. If unresolved at the System RNAC, the issue will be referred to the System Nursing Review Committee ("NRC") as described in Article 4 of this Agreement for resolution. The established floating clusters shall

SPNN-UNAC/UCHP counterproposal 20251030. The Union reserves the right to add to, remove from, delete, or otherwise amend any proposals until the Parties have reached a final Tentative Agreement that has been ratified by the membership.

be readily available in each Unit/Department. The established floating clusters will be made available electronically.

- 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 Registered Nurses 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 Registered Nurse 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 Registered Nurses shall "skip" one (1) rotation before being required to float again.

Section 2702. [\(TTA\) Cancellation of Scheduled Hours:](#)

Floating will be done in the order set forth above and prior to cancellation of scheduled hours. In the event cancellation of scheduled hours is still deemed necessary, the following order shall be followed:

(TTA) Category One:	Registered Nurses on overtime, call back or other premium pay status, in order of: Registry on overtime, call back or other premium pay; Travelers on overtime, call back or other premium pay; Volunteer Employees on overtime, call back or other premium pay; SRN Per Diem (C4) on overtime, call back or other premium pay; Entity Per Diems (B2 & B4) on overtime, call back or other premium pay; Unit Per Diems (A2 & A4) on overtime, call back or other premium pay; SRN Full-time/Part-time on overtime, call back or other premium pay; All other employees on overtime, call back or other premium pay, or a P4's fourth shift.
Category Two:	Registry
Category Three:	Volunteer Employees
Category Four:	Travelers

SPNN-UNAC/UCHP counterproposal 20251030. The Union reserves the right to add to, remove from, delete, or otherwise amend any proposals until the Parties have reached a final Tentative Agreement that has been ratified by the membership.

<u>(TTA) Category Five:</u>	<p>Employees on straight time additional hours working above their commitment in the following order:</p> <p>Per Diem:</p> <p>SRN Per Diem (C4);</p> <p>Entity Based Per Diem (B2 & B4);</p> <p>Unit based Per Diem (A2 & A4);</p> <p>Part-Time Registered Nurses working shifts above their regular FTE:</p> <p>SRN Part-Time;</p> <p><u>Entity-based:</u></p> <p>Unit Based Part-Time.</p>
Category Six:	<p>Per Diem:</p> <p>SRN (C4);</p> <p>Entity based (B2 & B4);</p> <p>Unit based (A2 & A4).</p>
Category Seven:	SRN Full-time/Part-time
<u>(TTA) Category Eight:</u>	All other employees, including P4 on regular shifts

Cancellations in Category Three and Eight shall be done by department, on a rotational basis, equitably in the aggregate, consistent with patient care needs. Employees who are cancelled shall not be required to utilize accrued PTO for the hours cancelled. The Employer may assign a Category Eight employee who would otherwise be cancelled to perform patient care or other duties in another department.

Effective April 1, 2023, forFor purposes of Section 2702, Category Eight cancellations of Part-time and Full-time Registered Nurses shall be defined as release from duty by management for either all or any part of a shift.

Category Eight Registered Nurses shall not be cancelled more than the following set forth in the chart below during a the specified six-month period of either October 1 through March 31, or April 1 through September 30, whenever the cancellation occurs:

Full-time Employees

SPNN-UNAC/UCHP counterproposal 20251030. The Union reserves the right to add to, remove from, delete, or otherwise amend any proposals until the Parties have reached a final Tentative Agreement that has been ratified by the membership.

Scheduled Shift Length	Maximum Category Eight Shifts/Hours Cancelled in a Pay Period	Maximum Category Eight Hours Cancelled in 6 months
8 Hour Registered Nurses	2 shifts (16 total hours)	72 total hours
10 Hour Registered Nurses	2 shifts (20 total hours)	72 total hours
12 Hour Registered Nurses	2 shifts (24 total hours)	72 total hours

Part-time Employees

Scheduled Shift Length	Maximum Category Eight Shifts/Hours Cancelled in a Pay Period	Maximum Category Eight Hours Cancelled in 6 months
8 Hour Registered Nurses	1 shift (8 total hours)	72 total hours
10 Hour Registered Nurses	1 shift (10 total hours)	72 total hours
12 Hour Registered Nurses	1 shift (12 total hours)	72 total hours

1. (TTA) Registered Nurses will assist Management in tracking cancellations. Registered Nurses who believe they have been cancelled more than the number of shifts allowed as set forth above are required to bring the issue to their supervisor within twenty days of the cancelled shift which is above the maximum. Category Eight Hours canceled cancellations will be tracked on an on-going six-month basis. Actual hours worked during any call back period are excluded from the total hours set forth in the maximums set forth above.
2. Bargaining Unit employees designated as charge shall be included in the rotation for cancellation, provided that another charge-competent Registered Nurse is present and willing to assume the Charge role for that shift.
3. An employee whose shift is cancelled shall be relieved of all duty during the hours canceled.
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.

SPNN-UNAC/UCHP counterproposal 20251030. The Union reserves the right to add to, remove from, delete, or otherwise amend any proposals until the Parties have reached a final Tentative Agreement that has been ratified by the membership.

5. Any Registered Nurse who is cancelled in accordance with this Section will have the option to choose to be placed on the top of the on-call list, where applicable, and called back first on a rotational basis by department, where applicable, consistent with patient care needs.

6. Cancellation of regularly scheduled hours shall not affect an employee's status for benefit eligibility.

7. All cancellations, whether full or for partial hours, shall be credited as the nurses' scheduled hours (i.e. 8-hour, 10-hour or 12-hour) toward the maximum category eight limits.

SHARP HEALTHCARE – COUNTER PROPOSAL #3 TO SPNN-UNAC/UHCP

November 5, 2025

ARTICLE 28
TECHNOLOGY

Section 28.01 Technology:

Utilization and deployment of technology is intended to facilitate safe therapeutic, effective care and promote patient safety. The parties acknowledge that new technology may affect nursing duties, but is not intended to replace the Registered Nurse's role in patient care delivery. Technology is intended to enhance nursing skills. The manner in which technology is used shall support patient confidentiality, as required by law. Nursing management agrees to discuss new technology at the RNAC prior to the implementation of new technology for input on training and implementation. Technology will be a standing agenda item to be discussed at RNAC.

The Employer shall provide comprehensive training and appropriate job aids to Bargaining Unit Nurses regarding the appropriate use of any technology they are expected to use in their work. Nurses should inform the Employer in the event any technology or equipment is not available, working, or in functioning order such that it is impacting their ability to provide the expected level of care. No Registered Nurse shall be disciplined for informing the Employer of any concern or for a technology failure.

Interactive technology, such as chat bots or generative AI, that interacts with patients or their families, will not identify itself as a Nurse providing care. Registered Nurses' credentialing information will not be used by technology to attest to the provision of services for which nurses did not provide or independently validate.

Section 28.02 Secure Virtual Meetings:

For any meetings between the parties which are handled virtually instead of in person, the Employer will provide the invitation and manage the electronic platform. The parties agree that neither party will record any virtual meetings, **unless the parties mutually agree to do so.** This article will not serve to limit the attendance or otherwise diminish the rights of the Union to fully participate in virtual meetings as provided for in this Agreement.

Sharp HealthCare Proposal to UNAC/UHCP-SPNN – July 23, 2025

ARTICLE 29
PARKING

Section 2901. Parking:

Sharp HealthCare recognizes the importance of safe, accessible, and secure parking for Registered Nurses. The Employer will designate, make available, and maintain well-lit and secure parking for bargaining unit Registered Nurses to use on the same basis and at the same cost as currently offered at its facilities.

Section 2902. Security:

If requested, Security personnel will be made available in a timely manner, to accompany Registered Nurses to parking areas, subject to availability of security personnel and on the same basis as offered to non-Bargaining Unit employees.

Section 2903. On-call/Call Back Parking:

The Employer will continue to make parking available for Registered Nurses that are on-call/call back at its facilities on the same basis currently offered.

+ A. CCL
for Sharp Health
7/23/25
b.a. MP
RD VP
CB SS
J P

TA for SPNN / UNAC - UHCP
7/23/25 AP C
OS ally DP Dan Davis
H K MM
Bart Kelly K D.M.B.
Robert J. Doherty 7.23.25 62
73494904v1
A. Stanford CB VP

Article 30 – Access to Agreement

The parties will work collaboratively to finalize the Agreement in a timely fashion. The Employer will have an opportunity to review the print galley before printing.

Within thirty (30) calendar days of ~~finalization-ratification~~ of the Agreement, the Employer will make ~~all tentative agreements the Agreement~~ available to Registered Nurses electronically. ~~Within thirty (30) calendar days of the finalization of the Agreement, the Employer will replace the ratified tentative agreements with the finalized Agreement and make it available to Registered Nurses electronically.~~

A copy of the Agreement will be made available to bargaining unit employees at the Employer's Human Resources Departments or by writing the Association.

ARTICLE 31
DURATION (TA)

Section 31.01 Duration:

Subject to the parties' Memorandum of Agreement Re: Additional Terms Relating to 2019-2022 Collective Bargaining Agreement, this Agreement shall be effective as of October 1, 2022 ratification of the Agreement, and shall remain in full force and effect from said date to September 30, 2025 2029.
Either party may terminate this Agreement and cause it to expire at any time subsequent to September 30, 2025 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. It shall automatically be renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred and twenty (120), days prior to September 30, 2029, or any anniversary of the expiration date thereafter if it is automatically renewed. In the event of an automatic renewal, this Agreement shall remain in effect during negotiations, and until thirty (30) days' advance written notice by either party of its termination, but such notice may not be given sooner than thirty (30) days before the expiration date.

Upon termination of this Agreement, whether by expiration of its terms or otherwise, all rights and obligations of the Employer, the Association and the Bargaining Unit Employees under this Agreement shall cease.

⑫ B.A.

CB
JL
ZT
DK
DQ
TS