

# We Have a Tentative Agreement! Your SPNN bargaining team recommends a \*YES\* vote.

TA summary - Jan. 20, 2026

Congratulations to all of us! We have a Tentative Agreement for which the SPNN bargaining team recommends a “yes” vote. We have successfully won provisions that we have been fighting for over many contract cycles, we successfully fended off Management’s efforts to take-away provisions that we’ve had for decades, we won solid raises with a wage structure that \*we\* designed, and we won ESI that now exists in our Contract (meaning, Management cannot unilaterally remove it) with a more reasonable occurrence schedule (and for every other Sharp employee who now receives 72 hours of ESI – tell them that they owe thanks to every SPNN nurse who struck).

This was a tough fight. Not just with our Kaiser UNAC/UHCP siblings but across the country we’re seeing hospitals push back hard against nurses in contract campaigns – and not just about money, either. Hospitals are on the attack and going after core union principles. Nurse unions are rising up and striking to hold the line. We took historic actions this contract cycle – we held informational pickets and our first ever strike. All victories in this Contract – including where we successfully defended what Management tried to take-away – are because SPNN nurses stood strong and unified.

The ratification vote will take place electronically through Election Buddy (just like our strike vote) from **Tuesday, January 20 at noon through Friday, January 23 at noon. You must be a member in good standing to vote** – since Sharp has not deducted dues while our contract was expired, that will impact how MemberLink reflects everyone’s dues status. However, if you were a member in good standing as of September 30, 2025 (when the contract expired) or if you signed a membership card since then, you will be eligible to vote in this ratification (if you were able to vote in the strike vote, you will be able to vote now).

Here is a summary of the changes that were negotiated. Full red-lined (marked-up) copies of the changes between the old and newly negotiated contract will be available for review prior to the ratification vote.

- **Article 15 Compensation:** Raises will either be the across-the-board (“ATB”) raises or the new grid rate, whichever is higher. The ATB raises are 5% effective the first full pay period (“FFPP”) after ratification, 4% FFPP after 10/1/26, 4% FFPP after 10/1/27, and 4% FFPP after 10/1/28. See the attached wage grids (the AC wage grid remains

7% above the corresponding step on the CN wage grid). The new wage structure includes wage bands \*that the Union designed\* and eliminates the problems inherent in Management's banded wage structure: that some future bands were below current rates of pay and that we would be left with a two-tier wage structure that would prove divisive to our union next contract cycle. Additionally, while Management's wage bands disproportionately negatively impacted mid-career and senior nurses, this wage grid not only more evenly allocates increases (meaning, mid-career and senior nurses don't get short shrift), but also positions newer nurses to receive more increases earlier in their career by shortening the duration of bands to 3 years (from Management's 5-year bands) up through Years of Experience level ("YOE") 14, and then limits them to 4 years in duration. The new wage grid has 31 Years of YOE as the highest step; any nurses at or over 31 YOE would receive the grid rates or the minimum increases, whichever is higher.

- Beginning the first full pay period ("FFPP") after ratification, nurses will either move on to the new grid (including movement to the next step based on years of experience as an RN) **or** will receive an increase of **5%** to their current wage rate, whichever is higher.
  - Note: while the raises become effective the FFPP after ratification, they will not be paid until up to 60 days after ratification because Sharp's payroll system apparently needs that much time to implement the change. Once paid, they will be retroactive to the FFPP following ratification.
- Beginning the FFPP after October 1, 2026, nurses will either move on to the new grid (including movement to the next step based on years of experience as an RN) **or** will receive an increase of **4%** to their current wage rate, whichever is higher.
- Beginning the FFPP after October 1, 2027, nurses will either move on to the new grid (including movement to the next step based on years of experience as an RN) **or** will receive an increase of **4%** to their current wage rate, whichever is higher.
- Beginning the FFPP after October 1, 2028, nurses will either move on to the new grid (including movement to the next step based on years of experience as an RN) **or** will receive an increase of **4%** to their current wage rate, whichever is higher.
- **Note:** *we fought until the bitter end for retroactive pay. As a compromise of sorts, we were able to secure a ratification bonus (see below). We also tried to push raises to start the FFPP \*including\* October 1; Management said they couldn't do that based on the fact that their fiscal year starts on October 1.*

- **Other Compensation.**
  - **Ratification Bonus.** The FFPP after ratification, nurses who are employed as of ratification and working on the date of payout will receive a ratification bonus. Nurses who are 0.6 FTE or higher will receive \$1,000; nurses who are less than 0.6 will receive \$500.
  - **On-Call Pay.** Nurses on-call will receive \$24.00/hour or the healthcare minimum wage if higher for each hour spent on-call.
  - **Charge Nurse Differential.** Charge nurses will receive \$3.00/hour (up from \$2.50, a 20% increase).
- **Article 16 PTO/ESI.**
  - **ESI.** Full-time and part-time nurses will receive front-loaded ESI of 72 hours on Jan. 1 of each year. Full-time and part-time nurses will receive 72 hours of ESI on the paycheck following ratification, in addition to whatever ESI they may have accrued, including in 2026. Unused ESI will roll over into subsequent calendar years. Per diems will accrue one hour of ESI for every 30 hours worked. If a nurse does not have enough ESI to cover an absence, the nurse can either use PTO to cover the difference or take the difference unpaid at their choice.
  - **PTO/ESI cannot change at Management's whim.** The language that had existed in our Contract that allowed Management to arbitrarily change PTO and sick leave is gone. Management will have to bargain any changes they want to make.
  - **Increased number of occurrences before discipline.** Management has agreed to (1) increase the number of occurrences needed to issue discipline, as well as including a 5-minute grace period past start of shift in the definition of “tardy” in its Attendance Policy, and (2) maintain these changes in its Attendance Policy for the life of our Contract.

| Number of Occurrences | Outcome                              |
|-----------------------|--------------------------------------|
| 5 (was 3)             | Verbal Clarification                 |
| 7 (was 4)             | Written Clarification of Expectation |
| 8 (was 5)             | Written Warning                      |
| 9 (was 6)             | Final Written Warning                |
| 10 (was 7)            | Discharge                            |

- **PTO.** The actual amounts of PTO will now be included in the Contract.
- **Note:**
  - *We attempted to get some amount of front-loaded ESI for per diems until the end. We made at least 3 different proposals in an effort to make that happen but we could not get Management to budge.*
  - *Management gave all full-time and part-time non-Union Sharp staff 72 hours of ESI on December 24, 2025. This occurred the day after one of our mediation sessions in which we floated several conceptual plans to come to an agreement; we do not find this coincidental. This was something we ended up negotiating not just for 5700 nurses, but for all Sharp employees.*
- **Article 25 Retiree Medical Benefits:** As you may know, Management unlawfully removed this benefit mid-Contract. Additionally, Management proposed removing the language from the Contract altogether. We successfully fended off that attack and have kept our retiree medical benefit in the Contract.
  - **RHRA.** The Retiree Health Reimbursement Account allows nurses age 55 and up to cash out a portion of ESI to use after retirement up to a cap of \$20,000. This benefit is now ensconced in our Contract, regardless of whether a nurse takes advantage of the retiree medical benefit or not. Nurses are eligible to cash out ESI based on the following criteria:
    - **25% of ESI if the nurse has at least 10 years of continuous service with Sharp (not years of experience as an RN)**
    - **50% of ESI with at least 20 years of continuous service**
    - **75% of ESI with at least 30 years of continuous service**
  - **Note:** *we had to play defense hard on this provision. Management wanted to take away this dearly held benefit and we expended a great deal of our bargaining capital to protect and maintain it. We are glad to have won the RHRA (and lower the applicable age) in the Contract. We knew that this would be a provision that we would have to win for all Sharp employees; by that, we mean that we weren't just bargaining for nurses – we knew that Sharp would take whatever we won and apply it to all employees.*
- **Article 13 (retitled) No Strike/No Lock-out:** We now have the right to engage in informational picketing \*during\* the Contract (like Kaiser did). This means we can picket over our own issues, as well as to support our UNAC/UHCP siblings in the Chula Vista Professionals Unit and our SEIU coworkers during the life of our Contract.

- **Article 1 Recognition:** Clarified rights to training for nurses who are being laid-off and not yet qualified to bid on vacant positions.
- **Article 2 Courtesy:** no change from the current contract.
- **Article 3 Management Rights:** We replaced the language stating that Sharp needs to notify RNACs up any impending changes pursuant to this article with language stating that the Union can grieve if Sharp is improperly claiming “management rights” to make changes and that Sharp must bargain over the impacts & effects of any change made subsequent to management rights.
- **Article 4 Patient Care** Sharp wanted to eliminate local RNACs (where issues pertaining to nursing practice, patient care, and other unit-based matters are discussed with nurse managers and the hospital CNO and often resolved) and substitute a meeting with a single nurse and Labor Relations, thereby doing an end-run around both Union representation and nurses resolving issues with nurses. We successfully pushed back on this.
- **Article 5 Membership.** We now have a true Union shop. We negotiated “Enforcement” language, which means that bargaining unit nurses hired after December 8, 2016 who did not “opt out” (as was permitted under the 2016-2019 and 2019-2022 contracts) must join the Union as a dues-paying member, or abide by one of the other financial obligations listed in the Contract, to remain working as a bargaining unit nurse at Sharp. This significantly bolsters our Union strength; moreover, the nurses who have been fulfilling their financial obligations no longer have to carry their coworkers who receive the same benefits without paying dues or their fair share. There will be a 6-month grace period prior to the “enforcement” provision taking effect so that nurses who haven’t yet joined can be educated on membership and options. As UNAC/UHCP did prior to the strike vote, it will not seek any back dues or fees owed for nurses who sign up promptly.
- **Article 6 Non-Discrimination:** no change from the current contract.
- **Article 7 Association Representation:** We tightened language on information provided before investigatory meetings, changed the Sharp email address for notifications, and clarified our access rights.
- **Article 8 Discipline & Discharge:**
  - Investigatory administrative leave will now be paid unless a nurse is terminated; previously, management had been keeping nurses out on unpaid investigative leaves for indefinite periods of time even for investigations that resulted in low-level discipline.

- Previously, any disciplines involving “patient care issues” would remain in nurses’ personnel files for 2 years; this has been narrowed to “substantiated patient care issues” to keep unsubstantiated allegations out of files.
- **Article 9 Grievance & Arbitration:** We successfully defended against Sharp’s effort to protract arbitrations by having separate arbitrations over the timeliness of a grievance (a claim it makes every time we move a grievance to arbitration) and the substance of the grievance. This would have the effect of dragging arbitrations out for years and costing twice as much, with an end goal of discouraging union members fully enjoying their rights under the Contract.
- **Article 10 Probation and Employee Evaluations:** These will be conducted annually (changed from “within 30 calendar days of November 1”).
- **Article 11 Seniority:** We established seniority for per diems for job bidding and job security. Per diem nurses will earn one-half year’s seniority for each of the first two years that they work for Sharp. After two years of working for Sharp, a per diem’s seniority will be calculated retroactively to their date of hire.
- **Article 12 Job Postings and Filling Vacancies:**
  - Section 12.01. Postings will be available in the unit where the vacancy exists as well as in WorkDay.
  - Section 12.02. Clarification that bargaining unit nurses have priority for open bargaining unit positions.
  - Section 12.06. If a nurse returns to their prior position during the trial period, they will retain “continuous” departmental seniority.
  - Section 12.09. If no nurse bidding on a position within their department has at least one year’s departmental seniority, the nurse with the highest bargaining unit seniority will be awarded the position.
- **Article 14 Hours of Work and Overtime:**
  - Section 14.01 Payroll Period. The Employer will follow the law in terms of defining payroll periods and will not change established work periods to avoid overtime or premium pay.
  - Section 14.03 Shift Differential. 3:00 pm – 11:30 pm - \$3.25. 11:00 pm – 7:30 am \$4.75 (regardless of years of experience).
  - Section 14.06 Shift Replacement. Nurses who find their own replacement will not be unreasonably denied the swap based on existing criteria (used to say “at the manager’s discretion”).
  - Section 14.11 Weekend Scheduling. Clarified that nurses shall be regularly scheduled for at least every other weekend off, and that nothing requires a nurse to be scheduled to work every other weekend if operational needs don’t require it.

- Section 14.16 Meal Periods.
  - For shifts of less than six hours, the Union & Sharp agreed to waive meal periods for nurses; nurses may revoke that waiver at any time (no later than the beginning of the shift). If that nurse revokes the waiver (that is, chooses to take a meal period), management can choose to add one half-hour to the nurse's shift.
  - For shifts of more than ten hours, the Union & Sharp agree to waive one of two 30-minute meal periods; nurses may revoke that waiver at any time (no later than the beginning of the shift). If that nurse revokes the waiver (that is, chooses to take a meal period), management can choose to add one half-hour to the nurse's shift.
- **Article 17 Leaves of Absence:**
  - Section 1702 Military Leave: Sharp now agrees to grant leaves for all protected military-related leaves in addition to those for service commitments.
  - Section 1704 Legally Mandates Leaves of Absence: We have spelled out all the leaves to which nurses are legally entitled so that a nurse can reference this section rather than search the Internet.
  - Section 1705 Occupational Leave: if a nurse is on workers comp for more than fourteen days, or has been hospitalized to a workplace injury or illness, and had to use their own PTO or ESI to cover the first three days, Sharp will restore the PTO/ESI to the nurse's banks by the second full pay period following the fourteen days.
  - Section 1706 Bereavement Leave: we made it clear that per diem nurses with scheduled hours also receive bereavement pay. All nurses will receive additional unpaid bereavement leave up to 36 hours upon request. Bereavement leave must be taken within three months of the date of death of the family members, either consecutively or separately over the three months.
  - (New) Section 1712 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.

- (New) Section 1713 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.
- (New) Section 1714 Leave for 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.
- (New) Section 1715 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:** Health & dental benefits will be kept at comparable or improved levels to those in place. Employee contributions to insurance premiums will not increase by more than 5% each plan year.
- **Article 19 Professional Liability Coverage (was Medical Malpractice Insurance):** Sharp will provide coverage for and defend nurses against professional liability claims based on a nurse's acts or omissions within the scope of their duties during employment.
- **Article 20 Education:**
  - Section 20.02 Meeting and Training Time Pay: if approved by management, nurses can complete required online trainings at home. Minimum 2-hour reporting pay does not apply. If management approves in advance, FT nurses can schedule these trainings in a way that incurs overtime. PT and PD nurses may not schedule these trainings in a way that incurs overtime.
- **Article 21 Savings Clause:** no change from current contract
- **Article 22 Safety & Health:** no change from current contract

- **Article 23 Full Negotiations, Complete Agreement, and Waiver:** no change from current contract
- **Article 24 Retirement Plans:** no changes to current contract.
- **Article 26 Association Leaves of Absence and Access Rights:** clarify Sharp's preferred email address for notification.
- **Article 27 Floating and Cancellation:**
  - Section 27.01 Float order now combines all SRNs (instead of breaking them up by FTE or PD status). Nurses on P4 are now excluded from the float order.
  - Section 27.02 Cancellation:
    - Category one now includes a P4's fourth shift in the subcategory of "all other employees on overtime, call back, or other premium pay, or a P4's fourth shift."
    - Category five now includes entity-based under "Part-time Registered Nurses working shifts above their regular FTE".
    - Category eight now reads "All other employees, including P4 on regular shifts."
    - Clarification that the 6-month period to assess cancellations runs from Oct. 1 – March 31 and April 1 to September 30.
- **Article 28 Artificial Intelligence & Technology**
  - We negotiated new language regarding AI at work that provides training, whistleblower protections, and ensures that AI-generated products do not use a nurse's credentials to attest to the provision of services which the nurse did not either provide or independently validate.
- **Article 29 Parking:** no change from current contract
- **Article 30 Access to Agreement:** within 30 calendar days of ratification, Sharp will post all tentative agreements electronically. Within 30 calendar days after the Union & Sharp finalize the contract, Sharp will replace those TAs with the finalized agreement and make it available to nurses electronically.
- **Article 31 Duration:** This is a four-year Agreement that will become effective upon ratification and expire on September 30, 2029.
- **Bed Placement Coordinators.** Approximately 30 Bed Placement Coordinators who work out of Spectrum will now become SPNN members. These nurses signed a petition demanding voluntary recognition of their desire to join the Union in August; Management agreed to respect their request and, upon ratification, these nurses will be SPNN nurses. Welcome!

In the wage chart, where the **orange column** has a **bolded** number, that number is higher than the grid. Where the number in the **orange column** is not bolded, the grid rate and the

minimum across-the-board rate are the same; there is no disparity in wage for that year of experience (“YOE”). A nurse will receive the higher of the two rates. To read the wage charts, move over and down (to the next YOE) to see where you will land.

Again, when reading a “red-lined” Tentative Agreement for any particular article, any crossed through language (e.g. “language”) indicates that that language is no longer in the TA, and any underscored language (e.g. “language”) indicates that the language has been added to the TA.

“TTA” means Tentative Tentative Agreement – that indicates a section that was agreed to pending agreement on the whole article or the whole Agreement.

“CCL” means Current Contract Language – the language does not change from the previous contract.