

SPNN PROPOSAL TO SHARP HEALTHCARE

August 26, 2016

ARTICLE 14 - HOURS OF WORK & OVERTIME

Section 1403. Shift Differential: Registered Nurses who work at least half of their scheduled shift during either of the following time periods will receive the applicable shift differential for all hours worked during the shift. Registered Nurses who are not working a day shift schedule (a shift which begins anytime between 5:00 a.m. and 11:00 a.m.) and who do not satisfy the condition established in the preceding sentence but who work a block of four (4) or more hours during either of the following time periods will receive the applicable shift differential for all hours worked during the following time periods.

<u>Hours</u>	<u>Differential</u>
3:00 p.m. - 11:30 p.m. (Evening)	\$2.50 <u>\$3.00</u>
11:00 p.m. - 7:30 a.m. (Night)	\$4.25 <u>\$5.00</u>

Section 1410. Holiday Premium: Registered Nurses who work on Martin Luther King 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 two and one half (2 ½) times ~~one and one half (1½) of~~ their regular rate of pay, subject to the provisions of Section 1416 of this Agreement. For purposes of this premium, Christmas Day and New Year's Day shall be considered to be from 5:00 p.m. the day before the holiday until 7:00 a.m. the day after the holiday. All other holidays shall be considered to be from 11:00 p.m. the day before the holiday until 7:00 a.m. the day after the holiday. If more than half of the Registered Nurse's hours for the scheduled shift occur during the holiday, the Registered Nurse will receive two and one half (2 ½) times ~~one and one half times (1½)~~ their regular rate of pay for all hours worked during the shift. The holiday premium may be paid for up to two (2) shifts for the Christmas Day holiday and for up to two (2) shifts for the New Year's Day holiday, providing all other eligibility requirements of this Section 1410 are met. The holiday premium shall only be paid for one shift per holiday period for all other holidays.

Section 1410A. Holiday Scheduling: Except for regularly scheduled days off, the Employer may schedule Registered Nurses to work on holidays according to required patient care needs. All full-time and part-time Registered Nurses shall be guaranteed at least two (2) minor holidays off on an equitable basis from among the holidays of Martin Luther King Jr., Memorial Day, Independence Day and Labor Day unless the Registered Nurse wishes to work a greater number of holidays. Each full-time and part-time Registered Nurse will normally receive at least two (2) major holidays off on an equitable basis from among the holidays of Thanksgiving, the day before Christmas, Christmas, New Year's Eve and New Year's Day

Section 1417. Alternative Schedules: **NO CHANGE**

ARTICLE 15 - COMPENSATION

Section 1500. Years of Experience: For purposes of this Agreement, Years of Experience as a Registered Nurse shall be measured from the date of the Registered Nurse's graduation with a degree in nursing, provided that the Registered Nurse has not had a period of more than twelve (12) consecutive months absence from active employment as a Registered Nurse. 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 ~~2014-2016~~ 2017-2019 Wage Schedule. Documentation of graduation and information regarding employment as a Registered Nurse pursuant to this Section 1500 shall be subject to verification by the Employer. Any Registered Nurse providing false information shall be subject to discipline, up to and including immediate discharge.

Section 1501. Designated Classifications: All full-time and part-time Registered Nurses employed in a designated classification set forth below in this Section 1501 shall be eligible for wage increase(s)/lump sum payment(s) as set forth in Section 1502 and 1503 below.

CLINICAL NURSE

Admission Case Manager (2321)
Admission Nurse (573)
Associate Clinical Nurse (1103)
Cancer Patient Navigator (2650)
Case Manager (1517)
Case Manager I (1991)
Case Manager - Frail Elderly (2244)
Clinical Evaluator I (0411)
Clinical Nurse (1105)
Health Promotion RN (1214)
Home Health Liaison (0537)
Intake Coordinator (2799)
IV Specialist I (0428)
Lactation Consultant (0412)
MV CN II (1118)
MV CN III (1119)
Nurse Connection Triage (2005)
Perinatal Educ (0076)
QA Analyst (0067)
RN (2011)
RN Frequency Processor (1775)
RN Post Discharge (1908)
UR/Discharge Planner (0264)
UR/QA Analyst (1770)
UR/QA RN (0148)
UR/UM Analyst (0279)
Wellness Ed Spec (0269)

ADVANCED CLINICIAN

Advanced Clinician (1140)
ALS Nurse (0188)
Case Manager II (1992)
Case Manager-Hospitalist (2117)
Clinical Educator Hospice (2317)
Clinical Evaluator II (2105)
Clinical Evaluator II-Hospitalist (2255)
Clinical Evaluator II-PAC (2301)
Diabetes Education Specialist (2300)
Educator HH (2287)
Infusion Nurse Specialist (0644)
MDS Coordinator (1706)
MDS/DC Planner/Rec Coord (2643)
Specialist Educator (0959)
Transplant Specialist (2045)
Trauma Specialist (2043)
WOC Spec (1712)

Section 1502. Wage Rate Increases

DELETE ALL EXISTING LANGAUGE

Fiscal Year 2017 beginning October 1, 2016

One-time market rate adjustment of twenty percent (20%) on the current FY 2016 Wage Schedule

Fiscal Year 2018 beginning October 1, 2017

Across-the-board wage increase of six percent (6.0%)

Fiscal Year 2019 beginning October 1, 2018

Across-the-board wage increase of six percent (6%)

Section 1503. Hiring Criteria: The Employer shall not hire any new Registered Nurse into a straight time hourly wage rate in excess of the then current Years of Experience level as shown on the ~~2017-2019~~ ~~2014-2016~~ Wage Schedule. Years of Experience as a Registered Nurse for new hires employed in a designated classification identified in Section 1501 shall be measured in accordance with Section 1500 and shall be rounded down for initial placement based on the RN's completed Years of Experience as of October 1 immediately prior to the date on which the RN begins his/her employment as an RN with the Employer in a designated classification identified in Section 1501 (rounding to lowest whole year of experience as measured on the prior October 1). For example, a new hire Registered Nurse who begins employment on January 1, ~~2015~~ ~~2017~~ in a designated classification identified in Section 1501 with an RN experience date of October 2, 2010 shall have his/her Years of Experience rounded down to ~~3~~ ~~5~~ Years of Experience inasmuch as the Registered Nurse had more than ~~36~~ ~~60~~ complete months but less than ~~48~~ ~~72~~ complete months of experience as an RN on October 1, ~~2014~~ ~~2016~~, and will be placed on the ~~2014-2016~~ ~~2017-2019~~ Wage Schedule at Step ~~4~~ ~~6~~ for Fiscal Year ~~2015~~ ~~2017~~; a new hire Registered Nurse who begins employment on December 5, ~~2015~~ ~~2017~~ in a designated classification identified in Section 1501 with an RN experience date of October 2, 2010 shall have his/her Years of Experience rounded down to ~~4~~ ~~6~~ Years of Experience inasmuch as the Registered Nurse had more than ~~48~~ ~~72~~ complete months but less than ~~60~~ ~~84~~ complete months of experience as an RN on October 1, ~~2015~~ ~~2017~~, and will be placed on the ~~2014-2016~~ ~~2017-2019~~ Wage Schedule at Step ~~5~~ ~~7~~ for Fiscal Year ~~2016~~ ~~2018~~.

Section 1504. Classifications: ~~The Associate Clinical Nurse,~~ Clinical Nurse and Advanced Clinician classifications shall be applied as follows:

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

Clinical Nurse: Registered Nurses from novice to experienced nurses. ~~who have at least one (1) year of experience working as an RN.~~

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

Section 1505: BSN/Masters Wage Rate Adjustments: ~~Full-time and part-time Registered Nurses employed in the Job Titles set forth in Section 1501 and~~ All bargaining unit Registered Nurses holding a BSN shall continue to be eligible to receive a base wage rate differential of four percent (4%) on all hours ~~paid worked~~ subsequent to providing valid documentation as set forth below. ~~Full-time and part-time Registered Nurses employed in the Job Titles set forth in Section 1501 and~~ All bargaining unit Registered Nurses holding a Masters degree in a health care related field shall continue to be eligible to receive a base wage rate differential of six percent (6%) on all hours ~~paid worked~~ subsequent to providing valid documentation as set forth below, but shall not be eligible for the 4% BSN differential provided for in this Section (RNs with a BSN and a Masters degree in a health care related field receive a total differential of 6%). Registered Nurses requesting differentials in accordance with this Section shall be required to provide valid documentation of his/her degree(s); no differential shall be paid or be effective until such documentation has been provided by the Registered Nurses (no retroactivity). The differentials provided for by this Section shall also be applicable to ~~full-time and part-time Registered Nurses employed in the Job Titles set forth in Section 1501 and~~ all bargaining unit Registered Nurses hired subsequent to the date this Agreement is ratified.

~~Per Diem Registered Nurses covered under Sections 1506-1508 below and holding a BSN shall continue to be eligible to receive a differential of \$1.50 per hour on all hours worked subsequent to the providing valid documentation as set forth below. Per Diem Registered Nurses covered under Sections 1506-1508 below and holding a Masters degree in a health care related field shall continue to be eligible to receive a differential of \$2.25 per hour on all hours worked subsequent to providing valid documentation as set forth below; such Per Diem Registered Nurses shall not be eligible for the BSN differential provided for in this Section (Per Diem RNs with a BSN and a Masters degree in a health care related field receive a total differential of \$2.25). Per Diem Registered Nurses requesting differentials in accordance with this Section shall be required to provide valid documentation of his/her degree(s); no differential shall be paid or be effective until such documentation has been provided by the Registered Nurses (no retroactivity). The differentials provided for by this Section shall also be applicable to Per Diem Registered Nurses covered by Section 1506-1508 hired subsequent to the date this Agreement is ratified.~~

Section 1506. Hospital-Based, Home Health and Hospice Per Diems: Hospital-based, Home Health and Hospice per diems ~~shall receive the wage rates set forth below effective the first day of the payroll period on or after the dates indicated.~~ Place Hospital-based, Home Health and Hospice per diems on the FY 2017 Wage Schedule based on RN experience with a percentage differential (to be proposed at a later date).

	<u>9/28/2014</u>	<u>9/27/2015</u>
Per Diem I	\$42.23	\$43.50
Per Diem II	\$48.17	\$49.62
Per Diem III	\$50.39	\$51.90

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

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

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

A per diem Registered Nurse who works an average of sixty (60) hours or more per pay period during a specified six month period shall be eligible for health insurance coverage.

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

Section 1507. SRN-Based Per Diems: The SRN-based per diems shall receive the wage rates set forth below effective the first day of the payroll period on or after the dates indicated. Place SRN-Based per diems on the FY 2017 Wage Schedule based on RN experience with a percentage differential (to be proposed at a later date).

	<u>9/28/2014</u>	<u>9/27/2015</u>
SRN Per Diem I	\$42.23	\$43.50
SRN Per Diem Float	\$50.39	\$51.90

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

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

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

Section 1508. Nurse Connection Per Diems: Nurse Connection Per Diems ~~shall receive the wage rates set forth below effective the first day of the payroll period on or after the dates indicated.~~ Place Nurse Connection per diems on the FY 2017 Wage Schedule based on RN experience with a percentage differential (to be proposed at a later date).

	<u>9/28/2014</u>	<u>9/27/2015</u>
Nurse-Connection Per-Diem	\$48.17	\$49.62

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

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

Section 1509. Weekend Clinical Nurse: Registered Nurses employed in the Weekend Clinical Nurse job code 803 shall receive a ten percent (10%) premium above their normal Per Diem III wage rate as set forth in Section 1506 for all weekend shift hours worked in accordance with job code 803 weekend commitment.

Section 1510. On-Call Pay: A Registered Nurse assigned to on-call status shall be paid ~~\$6.25~~ \$12.00 per hour for each hour spent in an on-call status up to thirty-two (32) hours on-call during a pay period, and ~~\$7.00~~ \$14.00 an hour for each hour spent in on-call status in excess of thirty-two (32) hours on-call during a pay period. No shift differential applies to on-call hours. If a Registered Nurse's shift is canceled and the Registered Nurse is asked to be on-call, on-call pay begins at the start time of the Registered Nurse's regularly scheduled shift unless otherwise specified by the Employer. Based upon operational considerations, mandatory on-call may be required, subject to the provisions of Section 1511. If a Registered Nurse is asked to be on-call for a reason other than a canceled shift, on-call pay begins at the time the Registered Nurse is required to be available by phone to work. In the event patient care needs dictate that a Registered Nurse continue to be on-call past the scheduled on-call shift, the Registered Nurse will be paid based upon the hours in on-call status. If the Registered Nurse is scheduled to be on-call following the Registered Nurse's regular shift, on-call pay will not begin until the Registered Nurse's shift has ended, even if the shift

is extended as the result of patient care needs. On-call pay ceases when call-back pay starts. The Registered Nurse may not collect both on-call pay and call-back pay for the same hour.

Section 1511. On-Call Status:

1. Mandatory on-call will not be used as a substitute for adequate staffing and will not be instituted unless all other options have been explored. Other options may be explored through discussions between the manager and employees working in the unit. After all options have been explored at the unit level and ~~Where~~ where management continues to believe ~~believes~~ that institution of mandatory on-call in a unit is necessary, it will notify the RN Advisory Committee for that facility, which shall meet within seven (7) days of notification to review alternatives to mandatory on-call with management. If discussions during this meeting do not result in agreement on an alternative to mandatory on-call, management shall have the right to implement mandatory on-call in the specified unit with 30 days advance notice to the affected bargaining unit Registered Nurses.
2. In units where mandatory on-call is required, Registered Nurses shall be assigned to on-call status for particular shifts (or four, six, eight, twelve or twenty-four hour blocks) as follows:
 - a. Regular and on-call schedules shall be posted at least three (3) weeks prior to the beginning of the schedule.
 - b. Nurses may voluntarily sign up for available on-call shifts (blocks) until two (2) weeks prior to the beginning of the schedule.
 - c. If all on-call shifts (blocks) are not filled during that period (Week One), the Nurses shall, during the second week prior to the commencement of the schedule (Week Two), be required to sign up for open on-call shifts (blocks) in accordance with the requirements of the schedule.
 - d. If all on-call shifts (blocks) are not filled within one (1) week prior to commencement of the schedule, the manager shall assign all Nurses on the schedule to open on-call shifts (blocks) on an equitable rotational basis.
 - e. After the shifts (blocks) have been filled, Nurses may trade assigned on-call shifts (blocks) so long as the trade meets patient care requirements, is not motivated by the creation of additional premium pay requirements, and notification of the trade is given to the manager of the unit. The manager may disapprove a trade only if the trade does not meet patient care requirements or creates unnecessary premium pay.
3. Call-Back Pay: A Registered Nurse called in to work when on-call shall be paid one and one-half times the Nurse's regular rate of pay ("call-back pay"). A Registered Nurse called in to work when on-call will be paid two times the Nurse's regular rate of pay for all call-back hours in excess of twelve (12). In the event a higher overtime or premium rate applies, the Nurse shall receive the applicable higher rate or premium. Call-back pay begins when the Nurse reports to work or begins required work activities.

3A. If requested by the Registered Nurse, a Registered Nurse on mandatory 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 next period of work.

4. Nurses in on-call status will not be called back to work as a result of sick calls unless other means of replacement have been attempted.

5. ~~Notification and discussions with the RN Advisory Committee shall not be required prior to implementation of mandatory on-call if required by exigencies occurring during the period that the schedule is in place, nor shall they be required before management eliminates mandatory on-call in a specific unit. In the former case, the notification and discussions shall take place prior to the expiration of the schedule in place.~~

Section 1512. Severance Pay: **NO CHANGE**

Section 1513. Mileage Allowance: **NO CHANGE**

Section 1514. Incentive Plans: All Bargaining Unit employees shall be eligible to participate in any incentive plan which is in effect for Bargaining Unit employees in accordance with the eligibility requirements thereof. The Employer shall have the right to create, alter, modify or discontinue any such plan(s), provided that the Employer shall place such item(s) on the agenda for the System RN Advisory Committee prior to doing so. If System Committee discussions do not result in agreement on such item(s), the Employer shall have the right to implement the proposed creation, alteration, or modification. If the Employer wishes to implement and/or discontinue an incentive plan in a particular unit(s), it shall place such item(s) on the agenda for the appropriate Local RN Advisory Committee. If the Local Committee discussions do not result in agreement on such item(s), the Employer shall have the right to implement and/or discontinue the incentive plan in the particular unit(s). The Employer shall provide the Union in writing the details of any incentive plan(s) implemented at either the System and/or the unit level.

Section 1515. Charge Nurse Differential: A charge nurse differential of ~~two dollars and fifty cents (\$2.50)~~ four dollars (\$4.00) per hour will be paid for hours worked in charge of an inpatient or outpatient department where the RN has been designated by management to serve in the charge nurse role during those hours; provided that the registered nurse must have the charge responsibility for at least 2 hours during his/her shift to qualify for the differential.

Section 1516. Preceptor Role and Differential: The preceptor role in teaching and developing newly hired and/or new graduate Registered Nurses is a valued skill. The preceptor has a vital role in staff retention, with the responsibility to orient staff beyond just the clinical role, in helping new staff to understand and successfully transition to the culture of the unit and organization, and gain acceptance from other staff.

A preceptor differential of ~~two dollars and fifty cents (\$2.50)~~ four dollars (\$4.00) per hour shall be paid to Registered Nurses who have been designated by the unit manager to serve in the preceptor role for all hours actually spent by the Registered Nurse serving in the preceptor role. The assignment of preceptor duties to a registered Nurse shall be at the manager's discretion based on unit needs.

Section 1517. Weekend Differential: Bargaining unit Registered Nurses who work on a weekend will be eligible for a weekend differential of \$4.00 per hour for all hours worked on the weekend. For purposes of the weekend differential, the weekend is defined as the 59.5 hour period starting at 7:00 p.m. Friday evening and ending 7:30 a.m. Monday morning.

ARTICLE 16 - PAID TIME OFF PROGRAMS

Section 1601. Eligibility: Sharp HealthCare offers Paid Time Off (PTO) and Extended Sick Insurance (ESI) benefits to persons employed throughout the Sharp HealthCare System. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in the PTO and ESI benefit programs under the same conditions as non-Bargaining Unit personnel. The Employer shall have the right to unilaterally modify or eliminate its PTO and ESI benefit programs, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand.

ARTICLE 18 - HEALTH, DENTAL AND INSURANCE PLANS

Section 1801. Medical Coverage: The Employer currently offers two different Sharp Health Plan HMOs which are available to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of those plans. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in those plans in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plans, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. The Employer shall provide referrals to Per Diem Registered Nurses wishing to purchase insurance for medical coverage. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1802. Dental Coverage: The Employer currently offers two different dental plans which are available to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of those plans. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in those plans in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plans, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. The Employer shall provide independent broker referrals to Per Diem Registered Nurses wishing to purchase private insurance for dental coverage; however, Per Diem Registered Nurses shall not be eligible to purchase such private insurance through payroll deduction. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1803. Group Life Insurance and Dependent Life Insurance: The Employer currently offers basic life insurance coverage, supplemental life insurance coverage and dependent life insurance coverage to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of those plans. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in those plans in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plans, provided that the Employer shall not alter or modify such plans if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change;

provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1804. Personal Accident Insurance: The Employer currently offers personal accident insurance coverage which is available to all persons employed in the Sharp HealthCare system who meet the eligibility requirements of the plan. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to participate in this plan in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such plan, provided that the Employer shall not alter or modify such plan if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

Section 1805. Long-Term Disability Benefits: The Employer currently offers long-term disability benefits to all persons employed in the Sharp HealthCare system in accordance with the eligibility requirements thereof. All full-time and part-time Bargaining Unit Registered Nurses shall be eligible to receive such benefits in accordance with the eligibility requirements thereof. The Employer shall have the right to unilaterally alter or modify such benefits, provided that the Employer shall not alter or modify such benefits if any such action would create different benefits for other persons employed in the Sharp HealthCare system on the one hand, and Bargaining Unit Registered Nurses on the other hand. Any alterations or modifications to the benefit plans referenced in this Section shall be implemented at the beginning of the new plan year beginning annually on January 1 notwithstanding the expiration or termination of this Agreement. The Employer shall notify the Association at least thirty (30) days prior to implementation of any change; provided that if the final decision to implement a change is made less than thirty (30) days prior to implementation, notice to the Association shall occur immediately after the decision is finalized.

ARTICLE 20 - EDUCATION

Section 2001. Education Assistance Program: The parties agree that there is significant value in improving patient care through Registered Nurse Educational opportunities. To facilitate that improvement, the parties agree to an Educational Assistance Program for all Registered Nurses at Sharp HealthCare.

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

The Employer will also reimburse Registered Nurses who are enrolled in an accredited degree program up to an additional ~~\$1000~~ \$3,000 annually for registration, tuition and text books 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 RN at Sharp HealthCare, including service as a RN at its predecessor entities, shall also be allowed to utilize a portion of the educational assistance provided for by this Section 2001 for travel and/or lodging in relation to attendance at Continuing Education resulting in Continuing Education Units as required by the BRN.

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

Section 2002. Meeting and Training Time Pay: Registered Nurses who are required by the Employer to attend work related or work sponsored meetings, trainings, lectures, seminars and programs conducted by the Employer during the Registered Nurse's scheduled days off shall be compensated a minimum of two (2) hours for such attendance. All time spent in an Employer-approved CPR, NRP, ACLS or any other required certification class/training shall be paid time, with a minimum of two (2) hours pay for such training. Registered Nurses shall not be compensated for voluntary attendance at trainings, lectures, seminars or programs where the Registered Nurses' attendance is not required by the Employer. Should the Employer require a Registered Nurse to come in prior to their shift or stay after their shift to attend work related or work sponsored meetings, trainings, lectures, seminars and programs, the Registered Nurse shall be paid overtime for such attendance in accordance with any applicable overtime provisions in the contract. Time spent in Sharp sponsored CPR certification shall be compensated at the RN's hourly rate of pay.

Section 2003. Employer-Sponsored Education: The Employer desires to provide all Registered Nurses the opportunity to improve their skills and receive training which will allow them to meet the eligibility requirements for any position in the Bargaining Unit. The Employer provides meetings, training, lectures, seminars and programs free of charge to its Registered Nurses for the purpose of preparing Registered Nurses for advancement to any position in the Bargaining Unit. Registered Nurses shall not be paid for their own time spent in attending such education.

Section 2004: Support for Educational Advancement: Registered Nurses who are enrolled in a program resulting in a Bachelor of Science in Nursing (BSN) or Master of Science in Nursing (MSN) shall be eligible for reimbursement for tuition and text books for such programs pursuant to Section 2001 above.

Section 2005: ~~Reimbursement~~ Bonus for National Certification ~~Examination~~ in Specialty Areas: Registered Nurses who complete and successfully pass their initial certification exam for specialty areas endorsed by the American Nurses Credentialing Center (ANCC), or who renew such certification, shall be ~~eligible for reimbursement of up to \$400.00~~ paid a \$1,000 bonus for achieving/renewing the national certification. ~~per year for such exams/renewal fee.~~

Section 2006: Paid Education Leave: Upon completion of one (1) year of service, full-time Registered Nurses will earn paid Educational Leave at the rate of thirty-six (36) hours in a calendar year and part-time Registered Nurses will earn paid Educational Leave at the rate of twenty-four (24) hours in a calendar year. Upon completion of one (1) year of service, a Registered Nurse will be allotted Educational Leave on his/or her anniversary date; thereafter Educational Leave will be allotted on January 1 of each calendar year. Education Leave may not be accrued from year to year. Unused Education Leave remaining at the end of the calendar year will be forfeited.

Educational Leave must be approved in advance by the Registered Nurse's Manager or designee and may be taken in full day(s) or in hourly increments. Requests for Educational Leave must be submitted to the Registered Nurse's Manager or designee sufficiently in advance of the program to enable the scheduling for the Registered Nurse's absence. Requests will be granted on the basis of staffing requirements and bargaining unit seniority. Registered Nurses will be notified no later than four (4) weeks prior to the date requested of whether or not the Educational Leave requested has been granted. Proof of course completion for Educational Leave with pay or certification programs must be submitted to the supervisor within thirty (30) days of receipt of course certificate.

ARTICLE 24 - RETIREMENT PLANS

Section 2401A: Commitment to a Secure Retirement: The Parties recognize the right of career Sharp Registered Nurses to a secure retirement. To meet it’s commitment, the Employer agrees to provide long-term bargaining unit Registered Nurses an enhanced Sharp\$aver Retirement Plan matching contribution and access to pre-Medicare age affordable health insurance.

~~Section 2401: 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 2401 shall continue subsequent to the expiration of this agreement.~~

Bargaining unit Registered Nurses are eligible to participate in the Employer’s Sharp\$aver Retirement Plan and the Tax Deferred 403(b) Plan based on the same eligibility criteria as non-bargaining unit employees.

For each bargaining unit Registered Nurse the Employer shall make a contribution to such Registered Nurse’s Sharp\$aver Retirement Plan on the following schedule:

Employee Contribution	Employer Matching Contribution	Total Contribution
1.0%	2.0%	3.0%
2.0%	2.5%	4.5%
3.0%	3.0%	6.0%
4.0%	3.5%	7.5%
5.0%	4.0%	9.0%
If less than 10 years of vesting service		
6.0%	4.5%	10.5%
If 10 or more years of vesting service		
6.0%	6.0%	12.0%

ARTICLE 25 - RETIREE MEDICAL BENEFITS

Section 2501: Eligibility: Any Registered Nurse who retires at/after age 55, who has 20 or more years of experience as a Sharp Registered Nurse (measured by adjusted hire date) at the time of retirement, **and** who is a participant in the Sharp medical plan at the time of retirement, ~~and who has exhausted COBRA and Cal COBRA for 36 months following retirement,~~ is eligible to participate in the Sharp Retiree Medical Continuation Coverage Plan (“Plan”). Employees who are Medicare eligible are not eligible for this Plan.

Section 2502: Medical Plan Options: All eligible retirees as described in Section 2501 above shall have a one-time option, which must be exercised **within during the** ninety (90) days ~~of terminating employment period prior to exhaustion of COBRA and Cal COBRA,~~ to enroll/continue in the Basic HMO medical plan available to Sharp employees. The retiree may select employee-only, employee and spouse, or employee and dependents coverage depending on the employee's coverage at the time **of termination. Cal COBRA is exhausted. The Employer will send a written notice to the eligible retiree, at his or her last known address, within thirty (30) days prior to the commencement of the ninety (90) day period referenced above, advising the Employee that they have such option as described above.**

Section 2503: Premium: The retiree shall be responsible to pay a percentage 100% of the Group Premium Rate for the plan selected, as listed below:

Years of Sharp RN experience at retirement	If RN retires between age 55-59, the RN will pay	If RN retires between age 60-64, the RN will pay
20-24 years	40%	30%
25-29 years	35%	25%
30 plus years	30%	20%

~~which~~ **The** Group Premium Rate shall be subject to adjustment annually. The Union waives any rights to bargain with the Employer over any adjustments to the Group Premium Rate, or implementation of such adjustment.

Section 2504: Coverage Period: Eligible Registered Nurses shall ~~be~~ **remain** eligible ~~for 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 2505: Cash Out of Unused ESI: For any bargaining unit Registered Nurse who retires at or after age 55 and who has 20 or more years of experience as a Sharp Registered Nurse (measured by adjusted hire date) at the time of retirement, the Employer shall cash out unused ESI hours on the following schedule:

Years of Sharp RN experience at retirement	If RN retires at age 55 or later, Employer will cash out
20-24 years	50%
25-29 years	75%
30 plus years	100%