



## SPNN, UNAC/UHCP and Sharp HealthCare – Contract Negotiations

7/25/22

ARTICLE	UNION PROPOSAL	MANAGEMENT PROPOSAL
<b>Article 1</b> – Recognition and Coverage	Neither party has made a proposal.	Neither party has made a proposal.
<b>Article 2</b> – Courtesy	Proposed current contract language.	Has proposed a vague change that would add “Union Employees” to the language for the first time. Sharp hasn’t given a reason or explained why they are seeking this change.
<b>Article 3</b> – Rights of Management	Neither party has made a proposal.	Neither party has made a proposal.
<b>Article 4</b> – Patient Care Advocacy, Supervision, and Professional Responsibility	Modifications: <ul style="list-style-type: none"> <li>• Patient care classifications are visibly displayed on patient care assignments.</li> <li>• Newly hired experienced RNs wouldn’t be made to float until they have completed at least 30 days of employment.</li> <li>• Floating clusters be published in the contract.</li> <li>• Guest would be able to attend RNAC meetings (labor-management meetings) with more ease.</li> <li>• Resource Nurses: units to have at least 1 always assigned to assist staff and help cover breaks.</li> <li>• Enhanced BRN reporting notification rights.</li> </ul>	No response.
<b>Article 5</b> – Union Membership	Changes to union security and membership requirements would align with contracts the	No response.

	<p>union has in its agreements with every other private sector employer. This gives nurses more power to advocate for themselves and their patients and ensure everyone is treated the same.</p> <p>Additional improvements to access employer orientation and guidelines that require management to provide us information monthly.</p>	
<b>Article 6 – Non-Discrimination</b>	The parties have agreed to include new language that prohibits harassment, in addition to discrimination. Agreement has also been reached to include new verbiage to reflect the current law that prohibits discrimination because of race, including hair texture and protected hairstyles such as braids, locks, and twists.	Proposing to be less expansive than California law. Access to harassment and discrimination protections afforded under the contract wouldn't exist or match changes to legislation.
<b>Article 7 – Association Representation</b>	<ul style="list-style-type: none"> <li>• Gives RNs access to Sharp email system to communicate.</li> <li>• Additional verbiage concerning union bulletin boards.</li> <li>• Union Stewards/Representatives up to 84 hours paid per year to engage in representing nurses.</li> <li>• <u>Section 704. Investigatory Interviews:</u> improvements to the scheduling of meetings, advising RNs of their rights, etc.</li> <li>• Staff Representative ID badges: return them to the original agreed-upon format.</li> <li>• To include a new provision to mandate</li> </ul>	<ul style="list-style-type: none"> <li>• Modest improvements to language covering union bulletin boards.</li> <li>• Reduce job protections by adding more limitations to nurses seeking union representation when meeting with management where discipline is being contemplated.</li> <li>• Decrease the amount of time needed to give the facility access notification, but at the same time it includes further limitations to staff representative's hospital access.</li> <li>• Reduce the ability to use conference rooms</li> </ul>

	<p>that management behaves respectfully when interacting with union Staff Representatives.</p> <ul style="list-style-type: none"> <li>• To make Staff Representatives' access to the facility less restricted and give them the ability to assist nurses at work, like in other union contracts.</li> <li>• Enhanced access to attend union-related conventions and events.</li> <li>• Increased access to conference rooms at the hospital for meetings.</li> <li>• Improvements to terms covering new jobs that the employer creates that may be included in the bargaining unit.</li> </ul>	<p>for meetings.</p> <ul style="list-style-type: none"> <li>• A limited number of non-significant grammar updates.</li> <li>• No to all remaining union-proposed changes.</li> </ul>
<b>Article 8 – Corrective Action &amp; Discipline</b>	Improve protections against unfair discipline and enhance current rights to make them similar to those contained in other union contracts.	To improve the definition of “just cause” for discipline. A new limitation to providing notification to the union when a nurse’s employment is terminated.
<b>Article 9 – Grievance &amp; Arbitration Procedure</b>	Increases the time for filing a grievance. Allows arbitrator to settle disputes fairly without having significant limitations on their rulings by the terms of the contract.	<p>Makes it harder and more cumbersome to file grievances. Gives the company additional excuses to unfairly deny grievances.</p> <p>A demand to mandate arbitration concerning disputes arising under wage and hour rules and regulations and take away the ability to use governmental avenues to decide issues. The union is continuing to evaluate the consequences of this proposed change.</p>
<b>Article 10 – Probation and</b>	To make management responsible for notifying	No to the proposed change.

Employee Evaluation	the union and RNs who may be having challenges during their probation period.	
<b>Article 11 – Seniority</b>	Neither party has made a proposal.	Neither party has made a proposal.
<b>Article 12 – Job Posting &amp; Filling Vacancies</b>	Access to arbitration for disputes concerning selection decisions for RNs who apply for open positions at Sharp outside of their department that believe they were the most qualified applicant and should have been awarded the position.	No response.
<b>Article 13 – Economic Action</b>	Proposed the same conditions the union has in its contract with Kaiser Permanente. We articulated our concern about how the current contract impedes and limits our role as patient advocates and is out of line with other union contracts.	Responded that Sharp RNs should have significantly less rights than nurses at Kaiser or UC. They also proposed several new constraints for which nurses could be terminated.
<b>Article 14 – Hours of Work &amp; Overtime</b>	Economic subcommittee	Economic subcommittee
<b>Article 15 – Compensation</b>	Economic subcommittee	Economic subcommittee
<b>Article 16 – Paid Time Off Programs</b>	Economic subcommittee	Economic subcommittee
<b>Article 17 – Leaves of Absence</b>	Economic subcommittee	Economic subcommittee
<b>Article 18 – Health, Dental, and Insurance Plans</b>	Economic subcommittee	Economic subcommittee
<b>Article 19 – Medical Malpractice Insurance</b>	Tentative Agreement has been reached.	Tentative Agreement has been reached.
<b>Article 20 – Education</b>	Economic subcommittee	Economic subcommittee
<b>Article 21 – Savings Clause</b>	Tentative Agreement has been reached.	Tentative Agreement has been reached.

<b>Article 22</b> – Safety and Health	Changes and improvements to infectious disease notifications, personal protective equipment (PPE) rights, and a clarification to <u>Section 2205. Employee Assaults</u> that RNs who are assaulted at work and unable to continue working would be free from duty for the remainder of their shifts, and make it clear that benefits (such as PTO or employer retirement contributions) would not be affected.	Proposing a new requirement and responsibility for RNs to continuously evaluate work safety hazards and be obligated to bring all safety issues forward to management. Makes it easier for the employer to discipline nurses.  Proposed doing only what is required under statute reporting disease notifications to RNs. Offered to include minimum contractual protections about PPE. No to the union Section 2205 proposal.
<b>Article 23</b> – Full Negotiations, Complete, Agreement and Waiver	Proposed current contract language.	No response.
<b>Article 24</b> – Retirement Plans	Economic subcommittee	Economic subcommittee
<b>Article 25</b> – Retiree Medical Benefits	Economic subcommittee	Economic subcommittee
<b>Article 26</b> – Association Leave of Absence and Access Rights	Increases opportunities for RNs to take leaves of absence to work with the union by removing numeric limitations. Enables RNs on association leave to gain facility access in the same manner as if they were not on a leave.  A new ability for SPNN officers to have the right to reduce their current position status while they hold union office. For example, FT to PT.	No to increasing leave opportunities. To add further restriction that would make it more difficult for nurses on leave to visit the hospital and talk to their colleagues at work.
<b>Article 27</b> – Technology	Current contract language.	No response.

<b>Article 28</b> – Parking	No-cost parking provided at all facilities, not just some of them.	No response.
<b>Article 29</b> – Duration	Neither party has made a proposal.	Neither party has made a proposal.
<b>Article 30</b> – Signatures	Neither party has made a proposal.	Neither party has made a proposal.
<b>Article ##</b> – Temporary Registered Nurses	To incorporate a memorandum of agreement (MOA) that was agreed upon during the term of this contract.	Rejected union’s proposal.
<b>Article ##</b> – Printing of Agreement	That the Parties work collaboratively to finalize the Agreement in a timely fashion. That the contract would be made available on the Employer’s intranet system within 50 calendar days of ratification. Also, that Sharp will make available printed copies of the contract at employee orientation meetings and provide printed copies for RNs at its Human Resource departments upon request.	Rejected all the substantive elements of the union’s proposal.