

Fox Chase RNs and Techs United

a local of the Pennsylvania Association of Staff Nurses & Allied Professionals

Fox Chase Nurses United Contract Summary Ratification Vote May 28th, 2024

The committee is recommending a yes vote on our Tentative Agreement. The following is a summary of our first union contract. The full Tentative Agreement is available to review.

Bargaining Committee: Albert Eisele, Alicia Firmani, Allison Hibbard, Cheryl Clements, Christina Suermann, Colleen Orth, Denise Loadwick, Ed Hall, Erin Kretzinger, Gabriela Campbell, Jen Baird, Jen Gaughan, Joan Durney, John Toner, Katie Lorino, Kristy Boyle, Maria Klinger Gonzalez, Maria Market, Mike Caputo, Nallely Hernandez, Nicholas Cataldi, Rossana Caputo, Scott Cotter, Shelley Burcat, Sharon Chryszyn, Susan Mckee, Tammy Bauerle, Wandi Ortiz,

Wages

Wage Scales: RNs, Nurse Practitioners, Nurse Navigators, and per diem RNs will be paid according to the attached scales effective the first full pay period following November 1st, including steps for experience.

Ratification Bonus: Nurses will receive a **ratification bonus of \$1250 for full-time, \$625 for part-time** the first full pay period following ratification of our contract.

Other Economics

On-Call: Increased on-call rate to \$5.00/hour effective first full pay period in July 2024.

On-Call Minimum: Effective November 2024, a nurse who is called in to work will receive all hours worked paid at time and a half or a minimum of 4 hours straight time pay, whichever is greater.

Procedural Late Stay: Nurses who are scheduled to be on-call at the conclusion of their regular shift and are required to stay to complete a procedure will be paid for all hours worked at time and half with a minimum of 2 hours at time and a half provided they stay for 30 minutes beyond the end of the regular shift.

Weekend Differential: \$3.00/hour for Nurses working a shift starting between 7:00 PM Friday and 5:00 AM Monday.

Shift Differential: If a Nurse regularly works a shift that receives shift differential it will be used in the calculation of pay for their holiday, personal and vacation pay. Nurses currently receiving 18% shift differential will continue to receive it as long as they remain in their current department, shift and position. Current bargaining unit employees will continue to receive a 15% shift differential. Employees hired into a union position after July 1, 2024 will receive a shift differential of 12% not to exceed \$6.00/hour.

Charge Pay: Increase charge pay to \$2.50/hour.

Preceptor Pay: All Nurses who are selected and trained as preceptors will receive \$3.00/hour while serving as a preceptor.

Parental Leave: Fox Chase will now provide 1 week of paid parental leave as of 7/1/25, equal to Temple Main.

Clinical Ladder: Nurses will be eligible to apply for clinical ladder in accordance with current practice. Effective no later than November 2024 clinical ladder will be paid as a differential of \$1.20 per hour per level.

In-service and Training: Nurses who complete training at home will be paid at their regular rate, including differentials.

Conferences: Employees may request to attend professional conferences related to their field, if approved, they will be granted conference time off with pay. May also be reimbursed for any fees or reasonable expenses related to conference attendance with supervisory approval.

Holidays: Protected our 9 recognized holidays in our contract. Starting at least 90 days following ratification, Employees with a shift starting on the holiday itself, will be paid for all hours at time and a half. Full time employees who do not have to work a holiday will be paid holiday time for 8 hours. Part timers will be prorated based on their FTE. **Hourly employees that work a holiday will now receive hour for hour holiday time.** (i.e. if a 12 hour employee works 12 hours on the holiday, they will receive 12 hours of Holiday Time to use within 180 days).

Personal Time: We have protected the current system contractually so that it cannot be altered. Employees who regularly receive shift differential will also receive the differential during approved personal time.

Vacation: Current vacation accruals are protected contractually. Employees who regularly receive shift differential will also receive the differential during an approved vacation. New, transparent process for bidding on vacation during peak times.

Per Diem: Tier 1 Pool nurses will now will receive \$4.00/hour shift differential and weekend differential of \$3.00/hour. Tier 2 nurses will receive \$5.00/hour shift differential. Pool nurses will receive across-the-board wage increases each year.

Float Team: Float nurses will receive a \$5/hour differential.

Staffing Improvements:

- Establish a new Joint Nurse Practice committee with the goal of improving professional practice and improving patient care at Fox Chase. Up to 5 Nurses (or more with mutual agreement) will meet every other month with management on paid time to discuss any ongoing concerns, developments that the committee chooses. JNPC will have access to data including budgeted patient census, length of stay, NDQNI data, patient experience data, etc.– in order to effectively make recommendations or enhance professional practice.
- Fox Chase must now post the current staffing guidelines either electronically (smartsquare) or physically post them on a unit.
- When there is a hole or a call off in a posted schedule, Fox Chase will make an effort to fill the hole where needed and maintain a record of those attempts and make those records available to the JNPC upon request
- Fox Chase will continue to provide incentives for extra shifts on an as needed basis.

Health and Welfare Benefits: Protected our current plans for Medical and Prescription, Life Insurance, Dental, Disability, Vision Care, Dependent Care & Flexible Spending Program, Supplemental Retirement Account, Voluntary Benefit Programs

Retirement: The current matching system in place will continue with the following modification: as of December 31st 2024, Employees who have greater than (9) years of participation who are receiving the 10% Employer Contribution as of 12/31/24 will remain at the 10% Employer Contribution so long as they remain eligible under the terms of the plan.

Other Improvements

Union Activity: We will elect members and train them to become Union Stewards. Stewards will be given the opportunity to investigate grievances and carry out union business on work time subject to supervisory approval. Union Stewards will be the legal representative of the union able to enforce our contract, represent members who need assistance, and meet with management to resolve problems. Fox

Chase will provide two designated bulletin boards for use by our union to post official union notices. We will have 30 minutes during new employee orientation to give a presentation about their rights as union employees and review our union contract and answer any questions.

Seniority: Establish two types of seniority:

- **TUHS Seniority:** length of continuous service, in any status, with all entities of the Company combined since their most recent hire date. TUHS will be used for vacation accrual
- **Bargaining Unit Seniority:** Total length of time an employee has been employed in a position covered by this contract since their most recent date of hire. This will be used to determine potential job transfers/vacancies, layoff and recall, vacation scheduling in certain unit.

Layoff and Recall: New contractual rights to mitigate the impact of potential layoffs. Negotiated a process to protect employees during a potential layoff and establish clear rules that management must follow. If there are layoffs, employees are eligible for recall for up to 12 months. When there are job openings employees who have been laid off will have the option to be brought back in reverse order of their layoff (before any outside candidates can fill those open positions).

Job Transfers:

- For transfers and promotions within the bargaining unit, employees within the same department will have an opportunity to bid on open positions before Fox Chase can hire outside candidates.
- Open positions will be posted for 7 days and simultaneously emailed to employees on the unit. The open positions will be awarded to the employee within the same department who has the greatest skills, ability, job performance and qualifications. If all factors are equal, the position will be awarded to the bargaining unit employee within the same department who has the greatest bargaining unit seniority.
- Transfers will take place within 60 days
- An employee who transfers to a union position within another department may voluntarily return to their former position within 60 days provided that the position is still available.

Disciplinary Protections:

- **Just Cause:** Fox Chase may only discipline employees for just cause (gold standard for union disciplinary language).
- The Union shall be provided with all copies of disciplinary notices
- Minor disciplines will expire after a year and cannot be used for purposes of progressive discipline.
- **Just Culture:** Fox Chase agrees that that the just culture algorithm should be consulted by management in determining whether disciplinary action is warranted.
- **Limitations on unpaid investigatory suspension:** Union nurses will not be held in unpaid investigatory suspension for longer than 5 working days.
- **Access to Personnel Files:** any employee shall have the right to review the contents of their personnel file. Materials addressing an employee's conduct or performance that have not been shown to the employee may not be used as a basis for discipline.

Disciplinary Protections (continued)

- **Video Records:** Video records are not intended to surveil staff. If video records are used in an investigation that could lead to discipline, the Union will be provided those videos will be provided to the union. Cameras shall not be placed in break rooms.

Grievance Procedure and Arbitration: Formal procedure to challenge violations of our contract, the law, company policies, or unjust disciplines. A system of meetings, with required response timelines to resolve contractual disputes and establish fair remedies. If the grievance is not resolved through internal steps, the Union may at its discretion proceed to Arbitration. Arbitration allows both sides to present their case, introduce witnesses, evidence and make arguments. The Arbitrator will then make a binding decision to resolve the grievance.

Labor Management Committee: Establish a committee of 3 Union officers and 3 Union employees to meet quarterly with management on paid time. The labor management committee will have broad authority to discuss any issue it chooses. The agenda will be mutually determined.

Meal and Rest Periods: 8 hour shift nurses will be permitted (2) fifteen minute rest periods when operations permit. 12 hour nurses will be permitted (3) fifteen minute rest periods when operations permit.

Sick Leave and Attendance: Current sick leave accruals are protected contractually. Employees may accumulate sick leave without maximum. Preserved the protections of the Philadelphia Sick Leave Law. Full time and part time employees may use up to 40 hours each calendar year for their own absence for medical reasons, to care for a family member or for leave necessary due to domestic assault. Current occurrence system will remain in place.

Cancellation Rules:

- Fox Chase will now provide us at least 90 minutes' notice of cancellation.
- If a nurse reports and no work is available or is not notified timely, they will receive two hours of pay (including applicable shift differential).
- Rules around the order of cancellations are established, prioritizing employees working their regular schedules by rotation.
- If an employee is canceled for any number of hours on their regular shift (pushed back), the employee will not be subject to further involuntary cancellation for the remainder of that shift.
- A record of involuntary cancellations will be maintained by Fox Chase and will be made available to employees upon request.

Reassignment Rules:

- Nurses may only be reassigned away from their unit if they have the required skills and qualifications
- Volunteers would be reassigned first

Reassignment Rules (continued)

- If an employee is reassigned they will be given an assignment for which they have the necessary skill and ability.
- When employees are reassigned, upon request a nurse manager will discuss the affected employee's assignment

Work Schedules: Schedules for a period of 6 weeks showing employees' shifts, work days, hours and call assignments will be posted at least 3 weeks in advance. Once final schedules are posted, it will not be changed without the employee's agreement.

Self Scheduling: Units that use self scheduling may continue to do so. Employees who assist in developing their unit's schedule will be paid for the time spent doing it.

Overtime: Overtime, if needed, will be distributed equitably. Mandatory overtime shall not be required except in certain emergency circumstances consistent with Act 102.

Vacation: Protected current accrual rates. New, transparent process for bidding on vacation during peak times.

Bereavement Leave: Employees will receive up to 32 hours of bereavement leave for the death of an immediate family member, 24 hours for the death of parents-in-law and grandparents, and 8 hours for siblings-in-law.

Health & Safety: Temple has agreed to many of the health & safety provisions currently in place at Temple Main, including the establishment of a Health and Safety Committee and a variety of protections for employees who experience workplace violence

Tuition Benefits: Protected this benefit as it exists now.

Weekend Program: In the face of elimination of the program the bargaining committee negotiated the following improvements to the existing weekend program in exchange for working one additional weekday per month:

- Weekend nurses will receive the negotiated differentials
- Weekend nurses may take off up to 24 hours of personal time per year, prorated based on FTE.
- Weekend nurses will be subject to same attendance policy as other nurses covered by this agreement
- If a weekend nurse switches shifts with a non-weekend nurse with management's approval, the weekend nurse will still receive their bonus hours and will not be charged a vacation day