

## **A G R E E M E N T**

AGREEMENT made and entered into this 1st day of January XX, by and between TEMPLE FACULTY PRACTICE PLAN (hereinafter referred to as "TFPP"), located in Philadelphia, Pennsylvania, and the Temple Faculty Practice Nurses Union/PASNAP (TFPNU) (hereinafter referred to as "Association"), with principle offices located at One Fayette St., Suite 475, Conshohocken, Pennsylvania, 19428 acting herein on behalf of the employees of TFPP, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

## **W I T N E S S E T H**

WHEREAS TFPP recognizes the Association as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve mutual interest of TFPP as well as of its employees and the patients and to avoid interruptions and interferences with TFPP's operations and to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment, and

WHEREAS it is also the purpose of this Agreement to continue to establish equitable employment conditions and an orderly system of employee/employer relations, to continue to facilitate the solution of mutual problems, and to continue to improve the care of patients and the practice of nursing.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE I RECOGNITION**

### Section 1

(a) (a) TFPP recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time, as defined in (b) below, Registered Nurses and Nurse Practitioners employed by TFPP. Excluded from the bargaining unit are Managers, Clinical Managers, Nurse Managers, Practice Managers, Clinical Directors, Regional Practice Administrators, Certified Registered Nurse Anesthetists ("CRNAs") and all other employees, guards and supervisors as defined in the National Labor Relations Act as amended.

(b) The bargaining unit shall consist of all full time and all regular part-time employees who regularly work twenty (20) or more hours per week but less than thirty-five (35) hours per week, and excluding supervisors, first level supervisors, and confidential employees as defined in Act 195.

(c) This Agreement shall not apply to a temporary employee. A temporary employee is defined as one who is hired for a period of up to three (3) months and is so informed at the time of hire. The said three (3) months period may be extended up to the length of leave of the employee being replaced. In the event the temporary employee is to be retained, as a permanent employee, the affected employee's seniority shall be retroactive to the employee's original date of hire.

### Section 2

Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1.

### Section 3

At the time a new Employee subject to this Agreement is hired, the Union shall deliver to said Employee a copy of this collective bargaining agreement.

### Section 4

When a new job classification is created within the bargaining unit, the Employer shall notify the Association and shall meet and discuss with the Association regarding hours and rates of the new position.

## **ARTICLE II UNION SECURITY**

### Section 1

All employees who are or shall become members in the Union shall remain members as a term and condition of employment, subject to governing law. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues and standard assessments.

The non-dues paying members as of October 1, 2003, will be grand-mothered as "Freedom to Choose Membership" and exempt from Fair Share hereafter.

## Section 2

An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Association requesting his/her discharge, be discharged if, during such period, the required dues and standard assessments have not been tendered.

## **ARTICLE III CHECK-OFF**

### Section 1

Upon receipt of a written authorization from an employee TFPP shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Association at its principal office regular dues and standard assessment as fixed by the Association. A copy of the report of such payments shall be sent to the Local Treasurer.

### Section 2

TFPP shall be relieved from making such check-off deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) lay-off from work, (d) an approved leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. This provision, however, shall not relieve any Association members of the obligation to make the required dues and assessment payments pursuant to the Association constitution in order to remain in good standing.

### Section 3

TFPP shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

#### Section 4

All new employees who do not become Union members upon the expiration of their probationary period, shall, as a condition of employment, pay to the Union each month a Fair Share fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative. Upon receipt of a written authorization from an employee TFPP shall, pursuant to such authorization, deduct from the wages due said employee the Fair Share fee described in the section. Fair Share deduction shall be subject to the requirement of Articles 2.2 and the following:

(a) The Union shall provide TFPP with the name of each nonmember who is obligated to pay a Fair Share fee, the amount of the fee that they are obligated to pay, and a reasonable schedule for deducting the Fair Share fee from the salary or wages of each nonmember. Upon receipt of said notice, TFPP shall deduct the Fair Share fee in accordance with the schedule, and promptly transmit the amount deducted to the Union.

(b) As a precondition to the collection of Fair Share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides nonmembers, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by non-members to the amount of the fee.

#### Section 5

TFPP will furnish the Association each month with the names of newly hired employees, their addresses, the TUHSid number, classifications of work, department, their dates of hire, the names of terminated employees, together with their dates of termination, changes of names or addresses reported by employees and names of employees on leave of absence. Employees shall promptly notify TFPP and the Association of changes in their addresses and names.

#### Section 6

On August 1st of each year, TFPP shall furnish the Association Local Secretary with a list containing the names, addresses, classifications and locations of work, their dates of hire into a bargaining unit position, and current hourly rate for all employees in the unit.

#### Section 7

(a) The Association shall indemnify and save TFPP harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

## Section 8

Political Action Check Off - TFPP agrees to enable voluntary contributions to the PASNAP PAC political advocacy fund through a payroll check-off provision as soon as administratively feasible. Upon receiving the check-off authorization, TFPP shall deduct such funds each payroll and forward such to PASNAP once per month along with a list of contributors, and a listing of the deduction made from each employee, no later than the 15th of the following month. PASNAP agrees to indemnify and hold TFPP harmless against any and all claims, demands or suits (including attorney's fees) that may arise out of or by reason of action taken or not taken by TFP for the purpose of complying with this provision.

## **ARTICLE IV ASSOCIATION ACTIVITY, VISITATION AND BULLETIN BOARD**

### Section 1

No employee shall engage in any Association activity, including the distribution of literature, which can interfere with the performance of work during the employee's working time or in working areas at any time. This shall not preclude union activity while the facility is open on non-working time, such as breaks and lunches, in areas that could be working areas, so long as there are no patients or visitors present.

### Section 2

Representatives of the Association, after receiving the permission of the Department of Human Resources, or its designee, shall have reasonable access to TFPP premises for the purpose of administering this Agreement.

### Section 3

TFPP will provide four specific bulletin boards which may be used by the Association for the purpose of posting only Association notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employees' place of work.

### Section 4.

After at least thirty (30) days following ratification, the Association may request a local President, or their designee, to be released to conduct union business for one (1) day per pay period. The President must abide by all terms of the labor agreement upon visiting facilities where TFPP bargaining unit employees work. The Association shall reimburse TFPP for the day's wages and benefits for the time spent. Such an arrangement will be made only if it is in accordance with any laws or regulations governing same.

## Section 5. New Employee Orientation

- (a) TFPP shall provide for ½ hour during a scheduled in person orientation for newly hired employees within the first 30 days of employment. During that time, the Union will present information on the rights and benefits of employees and the services provided by the Union.
- (b) TFPP shall provide a list of names and contact information of newly hired individuals, as well as the date and time of their orientation, as early as practicable, but no later than within 48 hours prior to their orientation.

## **ARTICLE V NO DISCRIMINATION**

Neither TFPP nor the Association shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, Association membership or non-membership or a handicapped person who, with reasonable accommodation, can perform the essential functions of the job or activity in question. TFPP and the Association will cooperate in the effectuation of the TUHS' Affirmative Action Program.

## **ARTICLE VI PROBATIONARY EMPLOYEES**

Newly hired employees shall be considered probationary for a period of one hundred twenty (120) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence's, with the consent of the Association, may extend the probationary period of any employee for an additional sixty (60) calendar days. In the event TFPP requests to extend probation, a written evaluation will be provided to the Employee and the Association. An interim evaluation will also be provided to the employee after 30 days. The termination or suspension of any probationary employee by TFPP shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VII SENIORITY**

### Section 1: Definition

(a) TFPP seniority is defined as the length of time an employee has been employed by TFPP or Temple University if employed by Temple University by December 31, 2020, since his/her last date of hire as an employee. When two or more employees are hired the same day, seniority shall be based upon the TUID sequence. This shall apply for vacation and sick leave accrual.

(b) Bargaining unit seniority shall be defined as the total length of time an employee has been employed in the bargaining unit since his/her last date of hire by TFPP or Temple University if employed by Temple University by December 31, 2020. When two or more employees are hired the same day, seniority shall be based upon the TUID sequence of.

(c) Nurses who transfer into TFPP from TUHS shall be credited with continuous TUHS seniority under section (a) above.

(d) TFPP shall supply the Association with a seniority list on October 1<sup>st</sup> and April 1<sup>st</sup> of each contract year arranged by classification and department.

#### Section 2

Seniority shall accrue:

(a) During an authorized leave of absence with pay.

(b) During an authorized leave of absence without pay not to exceed the lesser of six (6) months or an employee's length of service.

(c) During military service as provided by Federal Law.

#### Section 3

An employee will not accrue, but will not lose seniority:

(a) During an authorized leave of absence without pay, in excess of six (6) months.

(b) During a lay-off not in excess of the lesser of twelve (12) months or the length of the employee's service.

#### Section 4 - Loss of Seniority:

An employee shall suffer loss of seniority when they:

(a) Voluntarily terminates their regular full-time employment.

(b) Are discharged for just cause.

(c) Willfully exceed the length or violate the purpose of an authorized leave of absence.

(d) Are laid off for a period of twelve (12) months or the length of an employee's service with TFPP, whichever is less.

(e) Fail to report in accordance with a notice for recall from lay-off within seventy-two (72) hours of the time specified in the notice sent by certified mail, to the last address furnished to TFPP by the employee. TFPP shall send a copy of the notification to the Association.

(f) Fail to report for recall to the assigned job.

(g) An absence from work for three (3) consecutive workdays without notice or permission shall be deemed a voluntary resignation.

#### Section 5: Lay-Off

(a) In the event of a lay-off in a department, temporary employees shall be laid off first, then

probationary employees, then regular part-time employees, and then regular full-time employees on the basis of their bargaining unit seniority, provided the employees remaining in service have the customarily required qualifications to perform the work that remains to be done. The Departments are as follows:

1. Anesthesia
2. Dermatology
3. Emergency Medicine
4. Family Medicine
5. Medicine/Cardiology
6. Medicine/Gastroenterology
7. Medicine/Hepatology
8. Medicine/Infectious Disease
9. Medicine/Nephrology
10. Medicine/General Internal
11. Medicine/Hospitalists
12. Medicine/Hematology
13. Medicine/Oncology
14. Medicine/Pulmonary
15. Medicine/Endocrinology
16. Medicine/Rheumatology
17. Pediatrics
18. Pre-Admission Testing
19. OB/GYN
20. Ophthalmology
21. Orthopedics
22. Otolaryngology
23. Surgery/Trauma
24. Surgery/General
25. Surgery/Plastics
26. Surgery/Vascular
27. Surgery/Cardiac
28. Surgery/Thoracic
29. Surgery/Oncology
30. Urology
31. PM&R
32. Neurology
33. Neurosurgery

(b) In the event a permanent, non-probationary employee is scheduled to be laid off, TFPP shall inform the Association as soon as possible, but no less than two weeks, and meet and discuss if requested. Employees scheduled to be laid off will be transferred to a vacant bargaining unit position provided they have the skill, ability and qualifications for the position, without the necessity of posting. A position is considered to be vacant if there has been no offer made by Human Resources. If there are multiple openings, the affected employee will be given the opportunity to bid for an open position in accordance with Section 7.

Upon request, employees scheduled to be laid off shall be given the opportunity to meet with a representative of Human Resources to identify and bid for positions within the Temple Faculty Practice



Plan for which they may qualify. Reassigned employees will be provided appropriate orientation and training to enable them to complete probation.

(c) If an employee is to be retained due to special training or knowledge, who has less seniority than one who is to be laid off, TFPP will state the reason therefore in the notice to the Association and the affected employee. As soon as the reason for the exception ceases to exist, the exception will be ended.

(d) If an employee is scheduled to be laid off, the employee shall be entitled to four (4) weeks' notice or pay in lieu thereof.

(e) An employee scheduled to be laid off will be made aware of RN and CRNP vacancies in other Temple University Health System facilities so that they may make an application for employment.

#### Section 6 Recall from Lay-Off

(a) Recall from layoff shall be in the reverse order of lay-off on a bargaining unit seniority basis, to an open position within the same job classification, provided they have the requisite skill and ability to perform the job.

(b) An employee who declines the offer of recall to full-time hours and the same shift as the employee worked at the time of lay-off shall forfeit further recall rights. The same shift is defined as a start time within (6) six hours of the employee's hours of work at the time of lay-off.

(c) An employee who accepts recall to a position working part-time, if previously worked full time; a different shift; or to a department other than that from which they were laid off shall retain recall rights to a position working full time hours, if previously worked full time; same shift; or to the department from which they were laid off. Once this right of recall is exercised, further recall rights shall cease.

#### Section 7: Transfers/Promotions

(a) When a vacancy in a bargaining unit position occurs, and an employee (s) or applicant(s) are under consideration for such vacancy who have the ability and skill to fill the vacancy, TFPP shall award the position to the employee or applicant with the greatest skill, present ability and prior job performance. Where there is no appreciable difference between the skill and present ability of such candidates TFPP in accordance with its policy of continuing to attempt to award vacancies to incumbent employees shall award the position.

(i) the incumbent applicant in the same unit/department with the greatest TFPP seniority; then

- (ii) the incumbent applicant in a different unit/department within the bargaining unit with the greatest TFPP seniority; then
- (iii) otherwise in accordance with TFPP's then-generally applicable policies and procedures.

Disposition under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

(b) Employees may submit to Human Resources a bid for any for which they are qualified. Openings for bargaining unit positions not filled by transfers within the department or newly created jobs will be posted for seven (7) calendar days. Jobs will also be posted on the HR website. Each job posting shall include department/unit and hours of the position.

(c) TFPP will supply the Local President of the Union with a list of open positions, including unit location, and shifts and hours, on a monthly basis.

(d) All bids must be submitted electronically to Human Resources. The bidder will be given a confirmation number for the bid submission.

(e) A successful bidder shall move to the awarded position within forty-five (45) days after verbal notification of their acceptance by Human Resources. In the event employees are not transferred within forty-five (45) days, their salary shall be adjusted to the rate of the job which they have been awarded. In no case shall transfer exceed sixty (60) days. Employees not awarded such positions shall be notified in writing.

(f) Successful bidders and newly hired employees will not be eligible to apply for a transfer in accordance with (b) above for six (6) months.

(g) An employee who is disciplined or discharged during the evaluation period may utilize the grievance and arbitration provisions of this Agreement.

(h) An employee who is awarded a transfer to another unit may be returned to his/her previously held position within sixty (60) days following the transfer at the request of the employee or TFPP, provided a vacancy exists on their former unit. An employee who is returned to a former unit at the request of TFPP shall be given the reasons for the decision and may appeal through the grievance and arbitration procedure. An employee who is returned to their former unit at the request of the employee will not be eligible to apply for a transfer for twelve (12) months.

(i) Any employee selected by TFPP for a promotion outside of the bargaining unit may be returned at the employee or TFPP's option within six (6) months from date of promotion to a vacant bargaining unit position without loss of seniority or other service benefits or credits, provided they have the skill, ability and qualifications for the position.

## **ARTICLE VIII RATES OF PAY**

### Section 1

- (a) Effective the first full pay period after ratification, the Advance Practice RNs will move to

top tier level as reflected in Appendix A.

(b) Effective the first full pay period after ratification, all Staff RNs and Advance Practice RNs wage rates shall be increased by \$5.00 across the board based on experience and applicable TFPNU wages rate salary table amount.

(c) Effective the first full pay period in October 2024, all Staff RNs and Advance Practice RNs wage rates shall be increased by 2.75% across the board based on experience and applicable TFPNU wages rate salary table amount in Appendix A.

(d) Effective first full pay period in October 2025, all Staff RNs and Advance Practice RNs wage rates shall be increased by 3.00% across the board based on experience and applicable TFPNU wages rate salary table amount.

## **ARTICLE IX HOURS OF WORK**

### Section 1

(a) The regular workweek for all full-time employees shall not exceed forty (40) hours. Nothing herein contained shall be considered a guarantee of work.

(b) TFPP will normally not schedule full-time (8hr/day) employees for more than five (5) consecutive days or less than two (2) consecutive days. TFPP will normally not schedule employees for more than two (2) shifts in a week nor more than two (2) different shifts in four (4) consecutive days.

(c) It may be necessary to change the starting times or to establish new shifts. In such cases TFPP will give the Association adequate notice of the change and Meet and Discuss on same.

(d) The normal starting time of a shift shall determine the day of the shift and the rate of pay for work performed on that shift. The workweek shall commence at 12:01 a.m. Sunday and end at 11:59 p.m. Saturday.

(e) In the event employees are required to regularly work on weekends, the parties shall meet and discuss regarding the frequency and distribution of such work, with the goal of equalizing the distribution among qualified employees and minimizing the need for such work.

(f) Final work schedules shall be posted in the employer's timekeeping system at least 2 weeks in advance and shall not be varied except for emergencies, unforeseen circumstances, by mutual agreement by the employer and employee or as affected by the application of section 5. This shall not preclude ½ hour or less changes in start and end times of shifts.

Once posted, schedules shall not be changed to avoid the payment of overtime.

Employees within a unit may exchange shifts within a posted schedule with the agreement of the Department Administrator

## Section 2

(a) Full-time employees shall be entitled to two (2) rest periods of fifteen (15) minutes each, one in each half shift; said rest periods shall be assigned by TFPP to each employee. Employees who work a full half shift shall be entitled to one (1) such rest period.

(b) Meal Periods – An employee working a shift of seven (7) or more hours shall be entitled to an unpaid meal break of thirty (30) minutes. If circumstances prevent the nurse from taking the meal break, he/she shall be paid the appropriate rate of pay.

(c) Employees may elect to combine rest periods and the meal periods to take a 1-hour break during times when the clinic is closed or during a time period agreed upon by the employee and the supervisor

## Section 3

(a) If an employee reports for work on a scheduled shift or is notified not to report with less than two (2) hours' notice and no work is available for him/her, he/she shall receive four (4) hours of pay at his/her regular rate of pay.

(b) For the purposes of the foregoing, an employee shall be deemed to have been notified by TFPP, if TFPP, by the designated advance time telephoned to, and left a message not to report at, the telephone number supplied to TFPP by the employee for this purpose.

(c) In the event of strikes, stoppages in connection with labor disputes, breakdowns of equipment, fire, flood, or acts of God shall interfere with work being provided, the above provisions shall not apply.

## Section 4

(a) In the event that employees are hired for variable schedules including weekends, work schedules showing the employee's shifts, work days and hours shall be posted at least two (2) weeks in advance and shall not be posted for a period of less than four (4) or greater than six (6) weeks, and shall not be varied except for emergencies or by mutual agreement by the employer and employee. Once posted, schedules shall not be changed to avoid the payment of overtime. Employees within a unit may exchange shifts within a posted schedule with the agreement of the Department Administrator.

## Section 5

(a) Certified Registered Nurse Practitioners may be authorized to flex their daily schedules

based on departmental and patient needs, provided they work all hours constituting a full week. Examples of such flex schedules include four ten hour days or floating of start times. Such flex schedules shall be with the approval of the Administrator, who shall accept input from the physician collaborator in considering such schedules.

(b) Registered Nurses may on a case-by-case basis, be authorized to flex their schedules if departmental needs permit. Authorization shall be with the approval of the Administrator.

## **ARTICLE X OVERTIME**

### Section 1

(a) Employees shall be paid one and one half (1-1/2) times their regular rate of pay for all authorized time worked in excess of forty (40) hours per week.

(b) Holidays and vacation days shall be considered as time worked for the purpose of computing overtime.

(c) Advance Practice Nurses (CRNPs) may request compensatory time off in lieu of overtime pay, and it must be used within thirty (30) days whenever possible. TFPP shall not require CRNPs to take compensatory time in lieu of overtime. This provision shall not apply if there is no work available for the CRNP.

(d) Employees scheduled to work eight (8) hour shifts who work sixteen (16) consecutive hours shall be entitled to one and one-half (1-1/2) times their regular rate of pay for the last eight (8) hours.

### Section 2

(a) TFPP will make available on an equitable basis the opportunity for overtime duty including pre-scheduled overtime among qualified employees.

(b) Mandatory overtime shall not be required except in emergency circumstances or unanticipated critical needs such as: unpredictable or unavoidable occurrences relating to healthcare delivery that require immediate attention, unforeseen emergency or disaster, other catastrophic events which substantially affects or increases the need for healthcare service. Such assignments shall be made in inverse order of seniority on a rotating basis. Examples of unforeseeable emergency circumstances include, but are not limited to, a publicly declared emergency, a local weather event causing serious disruption to operations, internal emergencies related to a building or operating system failure, unforeseen increase in patient needs, call-off occurrences in a department which significantly affect the delivery of patient care.

(c) In the event an employee is mandated as described in (e) above, TFPP shall provide the Association with the reasons thereto within the first twenty-four (24) hours. The form shall include the

reason for overtime and the time the need became known.

Whenever possible, the affected employee will be alerted by management to a minimum of two (2) hours of a potential requirement for an employee to remain on duty past his/her quitting time.

### Section 3

There shall be no pyramiding of overtime and/or premium pay.

### Section 4

It is understood that the needs of patient care or any assignments associated with continuity of patient care, including administrative documentation, scheduling, follow-up, care coordination, patient education, etcetera, may involve incidental overtime. Overtime incurred as a result of the immediate patient needs shall be documented to the Department Administrator. In the event TFPP believes that such overtime is excessive, or at the request of the employee, a meet and discuss will be held to review patient assignments and/or other circumstances that may contribute to that overtime.

## **ARTICLE XI HOLIDAYS**

### Section 1

(a) Full-time employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to the following holidays.

New Year's Day, Memorial Day, Juneteenth  
Independence Day, Labor Day,  
Thanksgiving Day, Friday after Thanksgiving,  
Christmas Eve, Christmas Day.

### Section 2

(a) Employees shall be entitled to additional personal time in accordance with (b) below. Personal time shall be taken at a mutually agreeable time and shall be requested at least fourteen (14) days in advance. Once scheduled, this time may be canceled only by the mutual consent of TFPP and the Employee. Employees may request their personal holidays with less than fourteen (14) days' notice. Requests shall not be unreasonably denied. Emergency requests shall be answered before the start of the shift.

(b) Employees working 40 hours per week will receive 24 hours of personal time at the beginning of the fiscal year. Employee working 36-hour weeks will receive 22 hours of personal time at the beginning of the fiscal year. All personal time must be used within the fiscal year in which it is issued.

### Section 3

Employees will receive their regular rate of pay for each holiday observed, provided that they are on active pay status when the holiday is observed. An employee shall be deemed to be in a pay status while he/she is on vacation, paid sick leave, workmen's compensation, annual field training and civil disturbance duty not to exceed fifteen (15) calendar days.

### Section 4

In order to be eligible for holiday benefits, an employee must have worked the last scheduled workday before and the first scheduled work day after the holiday (or day selected in lieu of holiday), except in the case of illness or accident preventing the employee from working as evidenced by written certificate of a physician or other proof if requested by TFPP. An employee who fails to report for work on a holiday shall not receive pay for the unworked holiday.

### Section 5

(a) In the event an employee is required to work on a holiday, he/she shall be paid time and one-half for all hours worked on the holiday and shall receive an additional day off at his/her regular rate of pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by TFPP.

### Section 6

If a holiday falls during an employee's vacation, at the option of TFPP, the vacation shall be extended by one day or the employee shall receive a compensatory day off at his/her regular rate of pay within 30 days. In exercising its option, TFPP will take into consideration the employee's expressed preference.

### Section 7

If one of the holidays falls on an employee's regularly scheduled day off, the employee shall receive a day off at his/her regular rate of pay within thirty (30) days of the holiday or an additional day's pay at the same rate in lieu thereof, as determined by TFPP.

## **ARTICLE XII VACATIONS**

### Section 1

(a) Full-time employees shall be eligible for vacations with pay each year in accordance with the following schedule:

<u>Length of Full-Time Service</u>	<u>Weekly Hours</u>	<u>Bi-Weekly Accrual</u>
Date of hire but less than 8 years	40 hours	4.62 hours
8 years or more	40 hours	6.16 hours
Date of hire but less than 8 years	36 hours	4.15 hours
8 years or more	36 hours	5.54 hours

(b) Full-time Advanced Practice Nurses (CRNAs and Nurse Practitioners) shall earn vacations with pay each year in accordance with the following schedule:

<u>Weekly Hours</u>	<u>Bi-Weekly Accrual</u>
40 hours	6.16 hours
36 hours	5.54 hours

## Section 2      Vacation Scheduling

(a) Vacation schedules shall be established by TFPP taking into account the wishes of eligible nurses and the staffing needs of TFPP. Nurses shall submit their vacation requests in writing by May 1 for the months of July, August, and September. Nurses, if they elect, may also request in writing by May 1 for vacation for the months of October through June on a seniority basis; otherwise, 60 days' notice shall be required for vacation requests for October through June. Employees shall be granted vacation requests on a first come basis without regard to seniority after the May 1 selection.

(b) Where there is a conflict in choice of vacation time among nurses within a functional department, length of bargaining unit seniority will govern excepting that an employee who transfers into a department after the May 1 selection period may not bump another employee within that functional department who has already chosen their vacation period.

(c) Emergency vacation requests may be granted at the discretion of TFPP with less than one month's notice.

(d) Employees normally scheduled to work weekends who request at least one week's vacation shall be entitled to weekend vacation usage consistent with their normal weekend rotation. Employees scheduled for vacation will not be required to find replacements for weekend coverage.



### Section 3

Vacation pay shall be based upon a nurse's regular rate of pay at the beginning of his/her vacation period.

### Section 4

No part of a nurse's scheduled vacation may be charged to sick leave. Maximum vacation accrual shall be equal to one hundred and fifty percent (150%) of an employee's annual accrual. Employees will not be compensated for vacation time not taken.

### Section 5

Employees terminated involuntarily and employees who give three (3) weeks' notice of voluntary termination shall be entitled to accrued vacation pay.

## **ARTICLE XIII HEALTH, WELFARE AND PENSION**

### Section 1. Medical & Prescription

(a) Upon enrollment at the Department of Human Resources, all active full-time employees and their eligible dependents shall become eligible on the first day of the next month following their date of employment for a medical and prescription drug plan. Employees shall contribute to the cost of the selected health plan (including prescriptions) on a pre-tax basis for single or family coverage at the contribution rate determined for the selected plan as follows: TempleCare shall be ten percent (10%) of the monthly premium, Advantage Plan shall be twenty percent (20%) of the monthly premium, and High Option plan shall be twenty-five percent (25%) of the monthly premium. Plan rates are subject to change at the beginning of the plan year, each January 1.

(b) Current plan designs include TempleCare, Temple Advantage and High Option. TFPP reserves the right to change the plan design; however, in the event TFPP chooses to change the plan design, it will provide options with comparable benefits to the plans identified above. Prior to the introduction of new plan designs, TFPP will meet and discuss plan changes with the Association at least ninety (90) days prior to such changes, if so requested.

(c) Employees and their eligible dependents enrolled in medical coverage shall be covered by a prescription drug plan where the employee co-pays equal fifteen percent (15%) towards the cost of generic prescription drugs, twenty percent (20%) towards the cost of Brand

Name drugs on the Performance Drug list, and thirty-five percent (35%) toward the cost of all other Brand Name drugs not on the Performance Drug list. Each covered employee and dependent is subject to a calendar year maximum of \$1,000 per person with a family maximum of \$2,500 per year. The Dispensed as Written Penalty shall not be considered a co-pay within the meaning of this article.

Section 2. Vision Care

Effective the first of the month following employment, eligible non-probationary bargaining unit employees shall be eligible to enroll in the Temple Vision Care Program. Booklets explaining Vision Care benefits will be issued to employees.

Section 3. Contributory Defined Contribution Retirement Plan

a. Effective January 1, 2021, participation in the Temple University Health System, Inc. 403(b) Plan (the “TUHS 403(b) Plan”) requires employees to contribute four and one-half percent (4.5%) of base wages. TFPP will contribute an employer matching contribution to the Temple University Health System, Inc. Defined Contribution Retirement Plan (the “TUHS DC Plan,” and together with the TUHS 403(b) Plan, the “TUHS Plans”) on employees’ 4.5% contribution in accordance with the following:

Years of Participation beginning January 1, 2021	TFPP Contribution (on Base Wages)
Years 1, 2, and 3	4.5%
Years 4 and 5	5.0%
Years 6 and 7	6.5%
Years 8 or more	8.5%

b. Any employee that was employed at Temple University on December 31, 2020, and hired by TFPP on January 1, 2021, will have their years of participation from the Temple University Retirement Savings Plan counted as Years of Participation for the schedule in Section 1.a above.

c. Full-time employees and part-time employees scheduled 20 hours or more per week are eligible to participate in the TUHS Plans on the first of the month following the employee's month of hire. The employees maintain the ability to direct the investment of their accounts in the TUHS Plans among the TUHS Plans’ approved investment options.

d. Vesting for the TUHS DC Plan generally is three (3) years of credited service where the employee has worked at least 1000 hours per plan year. Employees are always fully vested in their account

balances in the TUHS 403(b) Plan.

e. Any employee that was employed at Temple University on December 31, 2020 and hired by TFPP on January 1, 2021 (or who is on approved University leave on December 31, 2020 and who is hired by TFPP at the conclusion of that leave) will be 100% vested in the TUHS DC Plan as of the time of their hire by TFPP, and will receive credit for purposes of employer contributions under the TUHS DC Plan for years of participation at Temple University.

f. Supplemental Retirement Accounts (formerly the voluntary Tax Deferred Annuity program) shall remain in effect. Employees shall have access to all investment options available to employees of TFPP.

g. TFPP reserves the right to change vendors and investments available under the TUHS Plans. TFPP agrees to meet and discuss any changes with the Association prior to implementation.

#### Section 4. Life Insurance

(a) Eligible members of the bargaining unit shall be given ten thousand dollars (\$10,000) in life insurance and accidental death and dismemberment insurance (double indemnity in case of accidental death or dismemberment) at no cost to the member effective with his/her date of hire.

(b) Eligible members of the bargaining unit shall be given the opportunity to purchase voluntary supplemental term life insurance at the prevailing rate equal to one and one-half (1½) times, two (2) times, three (3) times, four (4) times or five (5) times his/her base salary up to a maximum of one million dollars (\$1,000,000) in addition to the non-contributory life insurance. Such coverage shall be rounded up to the next thousand dollars. Amounts selected by the employee in excess of three (3) times salary or \$500,000 are subject to underwriting by the insurance company. Such coverage shall be rounded up to the next thousand dollars. The amount of the additional coverage shall be increased automatically to take base salary increments into account on the effective date of such increments.

(c) Employees not currently enrolled in this program or employees requesting increases to the current level of coverage are subject to the insurability provisions when electing any amount of coverage.

#### Section 5. Dental

Eligible employees and their legally dependent spouses and children may enroll in the TUHS Dental Program. The employee contribution for dental insurance shall be twenty-five

percent (25%) of the premium of the coverage and plan elected on a pre-tax basis. TFPP shall pay the remaining seventy-five percent (75%) of the premium. In the event TFPP chooses to change the carrier it will maintain similar benefits to this plan. The current vendor is MetLife.

#### Section 6. Sickness and Accident

(a) TFPP shall provide as soon as administratively possible its Sickness and Accident plan of two hundred fifteen dollars (\$215) per week for eighteen (18) weeks for non-probationary full-time employees.

(b) TFPP will continue to offer employees the opportunity to enroll in a voluntary short-term disability plan with one hundred percent (100%) payment from the employee through payroll deductions. Within ninety (90) days of ratification, TFPP will meet and discuss with the Association regarding the short-term disability provider and issues arising from utilization of such provider.

#### Section 7. Disability

(a) Eligible employees may purchase long-term disability insurance to cover sixty percent (60%) of his/her monthly salary up to a maximum of benefit of \$15,000 per month following a 180-day elimination period.

(b) If accepted by the insurance carrier for disability benefits payable under this program, TFPP will maintain its core benefit programs (medical, prescription, basic life, dental, vision, and employer-sponsored pension) at no premium cost to the employee for the duration of disability payment. Per the terms of the policy, the duration of the disability payment shall be limited to the earlier of the determination that the employee is fit to resume gainful employment, retirement or normal retirement age (or later based on your age at time of disability), whichever comes first.

(c) The employee contribution for LTD coverage is based on base annual salary level; employees earning below \$40,000, \$40,001 through \$60,000 and greater than \$60,000. The premiums are actuarially determined to maintain TFPP cost of 50% of the total program.

(d) In the event TFPP chooses to change the carrier it will maintain similar benefits to the plan.

#### Section 8. Post-Retirement Benefits

(a) The current policy for employees enrolled as of October 1, 1999, in the Post

Retirement Benefit Pre-Funding Plan and employed by Temple University on December 31, 2020, and hired by TFPP on January 1, 2021, shall remain in effect.

(b) Employees hired prior to October 1, 1999, employed at Temple University on December 31, 2020 and hired by TFPP on January 1, 2021 who are not currently enrolled in the Post Retirement Benefit Pre-Funding Plan shall be eligible to enroll in the Plan under Temple University Hospital current policy with the following contribution rates: Single 30%, Spousal 70%.

(c) Employees hired after September 30, 1999, by Temple University and hired by TFPP on January 1, 2021, shall not be eligible for the Post Retirement Benefit Pre-Funding Plan.

#### Section 9. Carrier Changes

TFPP reserves the right to change carriers under this Article at any time. Prior to changing carriers, TFPP will meet and discuss the change with the Association if so requested.

#### Section 10. Compliance with Affordable Care Act

TFPP will comply with the various provisions of the Patient Protection Affordable Care Act as it relates to part-time and pool employees, in general and specifically covered by this agreement. TFPP shall calculate the “look-back” period each year to determine the employees deemed by the Act to be eligible for medical/ prescription benefits. This look back period shall be the pay period that includes hours paid for the pay period coincident with or next following January 1 through the last pay date in October each year. If it is determined that TFPP is in overall compliance with the Act without offering medical coverage to this group in general, there shall be no obligation to offer the coverage to employees covered by this agreement.

If TFPP must offer coverage to such employees, it shall not exclude employees covered by this agreement.

Employees deemed eligible shall be so notified and have the opportunity to enroll during the normal open enrollment period with coverage effective January 1 following enrollment. Eligible employees have the same medical plan contributions as part-time employees.

Eligibility to remain in the plan will extend until the end of the next look back period as long as the employee continues to earn wages that will cover the employee contributions. Employees without such earnings will be offered to continue coverage through COBRA.

#### **ARTICLE XIV SHIFTS AND SHIFT DIFFERENTIAL AND ON-CALL**

##### **Section 1      Shift Differential**

(a) Employees who work on a shift which begins on or after 12:00 noon and before 5:00 a.m., shall be paid a shift differential of thirteen percent (13%) of his/her hourly base rate not to exceed six dollars and fifty cents (\$6.50) per hour. Employees working flex shifts of ten (10) hours or more shall receive shift differential for shifts beginning on or after 11:00 a.m. An employee who is entitled to a shift differential for work on his/her regular shift shall receive the shift differential for overtime hours that are an extension of his/her regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

(b) Employees hired prior to January 2, 2021, shall continue to receive a weekend differential of five dollars (\$5.00) per hour for all hours worked between 11:00 pm on Friday and 7:00 am on Monday.

Employees hired on or after January 2, 2021, shall receive a weekend differential of three dollars (\$3.00) per hour for all hours worked between 11:00 pm on Friday and 7:00 am on Monday.

(c) A shift differential shall not be gained or lost as a result of an extension of a shift caused by overtime.

(d) If an employee is regularly assigned to a shift receiving shift differential, that shift differential shall be used in the calculation of the employee's holiday and vacation pay.

##### **Section 2      Beeper Call**

(a) An employee who is required to carry a beeper and remain available for a designated period of time to receive and make telephone calls from home to respond to patient inquiries or needs for service, will be considered to be on Beeper Call.

(b) An employee assigned to Beeper Call shall receive two dollars and twenty-five cents (\$2.25) per hour for weekday, weekend and holiday Beeper Call.

(c) If an employee on Beeper Call is required to receive or make phone calls from home, the employee shall be paid in addition to beeper call pay for the actual time worked from home or a minimum of fifteen (15) minutes pay, whichever is greater. Time worked must be documented on forms supplied by the employee's department.

Section 3      Staff On-Call

(a)      A Staff RN who is required to carry a beeper and remain available for a designated period of time to report to TFPP to work in accordance with department policy, is considered to be “on call.”

(b)      An employee who is assigned to be on call shall receive three dollars and fifty cents (\$3.50) per hour for weekday on call, and four dollars (\$4.00) per hour for weekend and holiday on call.

(c)      A Staff RN who is called into work will be paid in addition to on call pay for all hours worked at the appropriate rate of pay or shall receive a minimum of four (4) hours pay, whichever is greater.

(d)      A Staff RN called into work after 11:00 p.m. who is scheduled to work the following morning has the following options

(1)      May commence their regularly scheduled shift up to eight (8) hours after the completion of the call-in work assignment, provided that the regular shift begins no later than 11:00 a.m.

(2)      May commence their regularly scheduled shift immediately after completion of the call-in work assignment provided the assignment ends on or after 5:00 a.m.

(3)      May elect to take part or all of the following day off and may utilize available vacation or personal time or may elect to take such time off without pay.

The nurse must discuss his/her choice with the nurse manager to ensure that proper coverage can be maintained.

In the event that the employee elects to take part or all of the following day off without pay, the employee shall receive time and one-half (1-1/2) or the four (4) hour minimum for all hours worked while on call during the same workweek.

**ARTICLE XV  
MANAGEMENT RIGHTS**

Section 1

The management of TFPP’s operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for just cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not

the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in TFPP; provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the Association. The rights of management are limited only as expressly limited by the language of this Agreement.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

### Section 1

Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

Step 1 An employee having a grievance, and his/her local unit grievance representative, if requested, within ten (10) calendar days after it arose or should have been known to the employee shall be reduced to writing on grievance forms provided by TFPP (which shall then be assigned a number by the Department of Labor Relations at the Association's request), signed by the grievant and his/her local unit grievance representative, and presented to the Department Head or designee and the Department of Labor Relations or designee. A grievance so presented in Step 1 shall be answered in writing within five (5) working days after its presentation.

Step 2 If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented in Step 2. A grievance shall be presented in this step to the Department of Human Resources.

The Department of Human Resources shall hold a hearing within fifteen (15) calendar days and shall thereafter render a decision in writing within ten (10) days.

### Section 2

Failure on the part of TFPP to answer a grievance at any step shall not be deemed acquiescence thereto, and the Association may proceed to the next step.

### Section 3

(a) Without waiving its statutory or management rights, a grievance on behalf of TFPP may be presented initially at Step 2 by notice in writing addressed to the Association at its offices.

(b) When a disciplinary interview is scheduled, a nurse shall have the right to have an Association representative present at the meeting. If requested, the nurse will be given sufficient time to contact an Association representative. When a written complaint is received and an investigation is begun with the employee who has been identified as the subject of the complaint, the employee will be advised of



his/her right to representation.

#### Section 4

An employee who has been suspended or discharged, or the Association on his or her behalf, may file within five (5) business days of the suspension or discharge a grievance in writing in respect thereof with the Department of Human Resources at Step 2 of the foregoing Grievance Procedure. The Association shall be notified on a timely basis of any suspension or discharge.

#### Section 5

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays, and may be extended by mutual agreement.

#### Section 6

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

#### Section 7

A grievance which affects a substantial number or class of employees may initially be presented at Step 2 by the Association. The grievance shall then be processed in accordance with the Grievance Procedure.

### **ARTICLE XVII ARBITRATION**

#### Section 1

(a) A grievance, which has not been resolved, may, within thirty (30) working days after completion of Step 2 of the grievance procedure, be referred for arbitration by TFPP or the Association to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

(b) Prior to appealing to arbitration, by mutual agreement TFPP and the Association may request Mediation/Arbitration to resolve the grievance.

#### Section 2

The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

### Section 3

If the discipline, suspension or discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial to either party. The term "patient" for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment as well as those already admitted.

### Section 4

The award of an Arbitrator hereunder shall be final, conclusive and binding upon TFPP, the Association and the employee.

### Section 5

The arbitrator shall have jurisdiction only over grievances after completion of the grievance procedure and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

## **EXPEDITED ARBITRATION PROCEDURE**

### Section 6

The parties agree that in some instances it is in their respective best interests to expedite certain grievances that are submitted to arbitration. Together, the Association and TFPP, shall meet with the American Arbitration Association to establish such an expedited arbitration. In an expedited arbitration hearing, upon request by either party, an arbitrator will hear the case within four (4) weeks of appointment and render an Award and Opinion four (4) weeks after the close of the hearing.

## **ARTICLE XVIII SEPARABILITY**

This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XIX RESIGNATION**

### Section 1

Employees shall attempt to give four (4) weeks' notice of resignation. For the purpose of this section, four (4) weeks' shall be deemed to consist of the normal number of scheduled shifts an employee would work during a four-week period. Paid time off may not be taken after the notice is given except in the event of a qualifying illness under FMLA.

## Section 2

An employee who gives such notice of resignation, as provided above, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation or termination. An employee who fails to work three full weeks after notice shall not receive payment for unused, earned vacation unless he/she extends his/her notice to work three full weeks. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

## **ARTICLE XX NO STRIKE OR LOCKOUT**

### Section 1

During this Agreement, the Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, slow-down, cessation, stoppage or picketing, where the object of such picketing is to cause any employee of TFPP to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of TFPP or to cause an employee of any other employer to strike, slow-down, cease providing services to, or interrupting or interfere with the operations of TFPP or any other TFPP affiliated facilities.

### Section 2

The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any picketing (as defined in Section 1), strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott, or interference with the operations of any other TFPP affiliated facility, where such picketing, strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott or interference with the operations is in violation of a collective bargaining agreement covering the employees of the other TFPP facility or is otherwise illegal.

### Section 3

In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1), strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of TFPP or any other TFPP affiliated facility during the term of this Agreement occur, the Association, within twenty-four (24) hours of a request by TFPP, shall:

- (a) Publicly disavow such action by the employees.
- (b) Advise the Department of Human Resources in writing that such action by employees has not been called or sanctioned by the Association.
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (d) Post notices at the Association Bulletin Board advising that it disapproves such action and instructing employees to return to work immediately.

#### Section 4

TFPP will not lock out employees during the term of this Agreement.

#### Section 5

Prior to engaging in any lawful strike or picketing activity the Association agrees to give TFPP at least ten (10) days written notice of its intention to engage in such activity.

### **ARTICLE XXI PERSONNEL PRACTICES**

#### Section 1. Just Culture and Discipline

All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions.

(a) The parties agree that it is in the best interests of the bargaining unit and TFPP to maintain operational efficiencies and appropriate patient outcomes without the need for discipline. To that end, the parties recognize that the Just Culture community model has been demonstrated to have a positive impact on employee morale, while also having a measurable, cost-effective impact on improving patient outcomes and reducing errors. Accordingly, the parties agree to employ the Just Culture community model and incorporate its algorithm into the disciplinary procedure applicable to the bargaining unit.

(b) Should an employee not be suspended during the investigation step, the parties agree that the absence of a "suspension pending investigation" does not determine whether there should be discipline or the level of discipline.

(c) Step 2 grievances shall be scheduled for ninety (90) minutes so the parties to Step 2 can discuss their respective views on how Just Culture should impact the outcome of the case.

(d) The parties agree that Just Culture does not apply to Attendance and Lateness discipline.

(e) Just Culture will not become effective until six months after ratification, or until after training is provided by a certified outside vendor, whichever is sooner.

(f) At the first Just Culture training offered by a certified outside vendor, up to three (3) Association representatives will be released with pay to attend such training, and such training will be offered to management personnel.

## Section 2 Personnel Evaluations

The intent of the evaluation/performance development program is to establish and communicate, through cooperative effort, the goals and expectations for employees and their progress in meeting the same.

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. Evaluations shall not be subject to the grievance and arbitration procedures provided herein.

## Section 3 Access to Personnel Files

Any employee and/or the Association, with the Employee's written consent, shall have the right to review the contents of the Employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials. Material addressing an individual's performance or conduct shall not be placed in the personnel file without being shown to the individual involved. Materials addressing an individual's performance or conduct which have not been shown to the individual may not be used as a basis of discipline.

Notice to review such files shall be given by the Employee or the Association in writing to TFPP and the files shall be made available by TFPP within four (4) working days after receipt of such notice. The Association agrees not to utilize this right in an abusive or excessive manner.

# **ARTICLE XXII MISCELLANEOUS**

## Section 1 Recreational and Cultural Facilities

Employees shall be entitled to use Temple's recreational and cultural facilities in accordance with policies set and revised by Temple from time to time.

## Section 2

TFPP shall continue to maintain a safe and secure place of work for its employees.

Section 3      Dependent Care and Medical Spending Programs

(a)      Members of the bargaining unit shall be entitled to participate in the Dependent Care and Medical Spending Programs.

(b)      In the event changes are made to the program during the life of this agreement, and/or other programs are instituted, TFPP will meet with the Association within thirty (30) days to consider implementation of such, among other relevant topics.

Section 4      Local Unit Representative Committee

(a)      The Local Unit Representative Committee may meet with representatives of TFPP to discuss problems dealing with the implementation of this Agreement, questions relating to patient care and to discuss labor management problems that may arise. Such meet and discuss sessions will not be held more than every two months.

(b)      The employees participating in such meetings will be compensated at their regular rate of pay if meetings are held during scheduled work time.

Section 5      Certification Fees

TFPP will pay the fee charged to take examinations for certification as approved by Nursing Administration.

Section 6      Accrual of Vacation and Sick Time

An employee will only be entitled to accrue vacation and sick time when in a paid status.

**ARTICLE XXIII  
PAST PRACTICES**

All past practices are hereby eliminated, except as specifically incorporated in this Agreement.

**ARTICLE XXIV  
PAID SICK LEAVE**

Section 1

"Sick Leave" is defined as an absence of a nurse from work by reason of illness or accident which is non-work connected or is not compensable under the Worker's Compensation Laws of Pennsylvania.

### **ELIGIBILITY AND BENEFITS**

#### Section 2

(a) A nurse who has completed his/her probationary period is eligible for one (1) day of sick leave earned at the rate of the said day for each full month of continuous service retroactive to his/her date of hire, but not to exceed a total of ten (10) days for any one (1) year.

(b) Unused sick leave may be accumulated without maximum.

(c) No sick leave will be paid to a nurse who is absent as a result of injury or illness while working for another employer.

#### Section 3

Pay for any day of approved sick leave shall be paid at the nurse's base rate of pay.

### **NOTIFICATION AND PROOF OF ILLNESS**

#### Section 4

To be eligible for benefits under this Article, a nurse who is absent must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled work day if his/her starting time is from 6am to 10:59 pm and three (3) hours before the start of his/her regular scheduled workday if his/her starting time is from 11pm to 5:59 am, unless proper excuse is presented for the nurse's inability to call. TFPP may require written certification by a physician or other proof of illness or injury hereunder. Nurses who have been on sick leave also may be required to be examined by the TFPP Employee Health Service Physician or his/her designee, before being permitted to return to work.

## **ARTICLE XXV PAID LEAVE**

#### Section 1 Funeral Leave

(a) A nurse will be granted up to four (4) days (up to and including the day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the nurse's immediate family. The following are considered members of a nurse's immediate family: spouse, father, mother, child, sister, and brother. Nurses shall be granted up to three (3) days (up to and including the day after burial) with pay to attend the funeral of a father-in-law, mother-in-law, grandchild, or grandparent. Nurses shall be granted an absence of one (1) day with pay for attendance at the funeral of a sister-in-law or brother-in-law. A

nurse's supervisor shall be notified in advance before any such leaves are taken.

(b) In the event the employee cannot attend the funeral of a member of the immediate family, the employee shall be granted two (2) days of bereavement leave. One day of bereavement leave shall be granted for all other family members listed in (a) above.

## Section 2 Jury Duty

A nurse who is called to jury duty shall be entitled to leave. Said nurse shall be paid the difference between his/her regular pay and the compensation for jury duty received from a court for no more than 20 days. A nurse called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the nurse was on jury duty and the compensation paid.

# ARTICLE XXVI LEAVES OF ABSENCE

## Section 1 Unpaid Leave

Nurses shall be eligible for unpaid leave in accordance with the following:

### (a) FMLA Leave

Eligible nurses shall be entitled to twelve weeks leave of absence in accordance with the Family and Medical Leave Act and shall be guaranteed the right to return to their same or equivalent position upon return from FMLA.

### (b) Extended Leaves

Upon expiration of FMLA nurses may request an extended leave for up to one year following the employee's last paid day of work. Medical documentation may be required where applicable. Such requests will not be unreasonably denied.

### (c) Other Leaves

A leave of Absence for Personal or any other reason may be approved by TFPP for a period not in excess of thirty (30) days and may be renewed upon application to TFPP. Non-probationary employees who are not eligible for FMLA but who need a leave of absence for reasons normally covered by FMLA may be granted a Leave of Absence under this section. The maximum length of leave and any renewals shall not exceed one year, or the employee's length of service is lesser.

## Section 2 Military Leave

Nurses will be granted military leaves of absence in accordance with applicable laws. In addition,



nurses will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

### Section 3 Association Involvement

A leave of absence for a period not to exceed one year shall be granted to nurses with at least one year of bargaining unit seniority in order to accept a full-time position with the Association, provided such leaves will not interfere with the operation of TFPP.

### Section 4 Educational Leave

(a) With the permission of TFPP, educational leaves to further professional growth and advancement shall be granted for up to twelve (12) months with no loss of seniority, classification or other bargaining unit rights.

### Section 5

While on an unpaid leave of absence, a nurse shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. A nurse shall accrue seniority subject to the provisions of this Agreement. Except as provided under FMLA or the provisions of certain disability plans under this agreement all benefits shall cease while a nurse is on a leave of absence without pay, unless the nurse is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, TFPP may require the nurse to receive the approval of TFPP's Employee health service physician.

### Section 6

Except as provided above, nurses on leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

### Section 7

Employees on a Leave of Absence without pay under this article, for personal medical leave or Worker's Compensation, shall return to their same or similar position if available. If the position is not available, the nurse shall be returned to an open position within the bargaining unit for which he/she is qualified. If there are no open positions for which the nurse is qualified the recall provisions of this agreement shall apply for one (1) year from the date of fitness for duty.

Upon return to work the employee may exercise preferential bidding rights to his/her original position for one (1) year.

## **ARTICLE XXVII EDUCATION, TRAINING AND JOB ASSIGNMENTS**

Section 1        In-Service Training and Education

(a)        TFPP shall continue to provide meaningful in/service education to all nurse employees.

(b)        In the event an employee is required to attend such in-service sessions, such employees shall be paid the applicable rate. Required attendance shall be considered as time worked in the computation of overtime.

(c)        An employee may request time off without pay to attend conferences, seminars and workshops to further professional growth and advancement. Seminars requested for professional growth and development must be related to the nursing field and be approved by the Nurse Manager. Such approval will not be withheld providing the request is submitted at least six weeks in advance. Confirmation of approval will be emailed to the employee within 7 days of the application. When such attendance is required by TFPP, the employee shall attend without loss of pay and such reasonable fees and expenses shall be borne by TFPP. When such attendance is not required but approved by TFPP, the employee shall attend without loss of pay and such reasonable fees and expenses shall be borne by TFPP if the employee has completed probation. Such requests shall not be unreasonably denied. Application for conference pay shall be made on a form provided by TFPP.

(d)        When a full-time, non-probationary employee attends an approved conference, seminar or workshop to further professional growth and advancement on his/her day off, the employee shall receive a per diem payment of one hundred seventy-five dollars (\$175) in addition to conference registration fees. Each full-time employee is entitled to this payment once per fiscal year. This per diem payment will not be paid with respect to the same day on which a conference day is used but may be received any other day including during a multiple day conference.

(e)        Seminars requested for professional growth and development must be related to the nursing field and be approved by the Administrator. Six thousand dollars (\$6,000) for registered nurses will be made available for payment of fees for conferences and seminars. This amount will remain at least six thousand dollars (\$6,000) for each fiscal year during the term of the agreement but will be reviewed on an annual basis. Employees may use such funds for on-line CEUs required to maintain certification, upon proof of successful completion. TFPP shall provide the Association with a report of utilization of these funds semi-annually, on July 1 and January 1.

In addition to the above, advanced practice nurses shall be granted up to five paid days off per fiscal year and an allowance of up to \$2,000 per year for fees and approved expenses to attend continuing education programs required to maintain certification. The allowance may also be used for professional organization membership dues as well as accredited CME courses offered by correspondence and online, upon proof of successful completion.

(f)        If a program is available within TFPP, employees will not be reimbursed for outside seminars.

(g) Upon request of either party, the Labor Management Committee will review implementation of this article.

## Section 2 Tuition Reimbursement

Employees shall be entitled to receive the tuition remission/reimbursement benefits in accordance with the TUHS policy with the understanding that TUHS has the sole right to change the policy. If TUHS changes the policy, TFPP shall meet and discuss with the Association if so requested.

## Section 3 Certification Bonus

(a) Full-time staff nurses and advance practice nurses who have successfully completed their probationary period may be paid a certification allowance of \$2,000 per year (paid out at \$1,000 every June and December), upon certification/re-certification in a clinical specialty. The specialty certification must be germane to the nurse's assigned area of practice and be on the list set forth in Appendix B. To qualify for the allowance, the nurse must provide proof of successful completion of certification requirements. An allowance shall be limited to certification in one area. If a new certification is added to a job as a requirement after the date of this agreement, the Association and TFPP will Meet to Discuss the addition of such certification to Appendix B.

(b) TFPP will pay the fee charged to take examinations for certification as approved by Human Resources.

(c) TFPP will pay for the cost of obtaining a DEA license when required.

(d) TFPP will pay for the cost of obtaining a Prescriptive Authority License when required.

## Section 4 Preceptors

(a) Employees may be selected to serve as Preceptors. Volunteers shall be solicited first and if there are no qualified volunteers, management may select qualified employees on a rotating basis. Preceptors will receive instructions covering the content of the Department of Nursing orientation program and their role as Preceptors.

(b) Staff nurses who serve as Preceptors shall be compensated at a differential of three dollars (\$3.00) per hour while serving as a Preceptor.

Within 6 months of ratification, TFPP will set up a preceptor program, with input from the Joint Nurse Practice Committee, at which time the above provisions shall apply.

## ARTICLE XXVIII

## **NURSE PRACTITIONER PROFESSIONAL ISSUES**

### Section 1

The parties hereby establish a Nurse Practitioner Professional Issues committee, to meet up to three times per year at the request of either party. Additional meetings may occur with mutual consent of the parties. The Association shall designate two staff Nurse Practitioners, and the local president or designee as members of the committee. The Association staff representative may also attend. The committee shall discuss professional practice issues with the goal of improving patient care and maximizing the potential of the CRNP to practice at the full scope provided by law. It is understood that the matters raised in the committee shall not be subject to the grievance procedure and contractual issues will be referred to the Labor Management Committee.

The Nurse Practitioner Professional Issues Committee will be held the last Friday of January, March, and September (1PM - 2:30PM.) TFPP will block 1.5 hours, where no patients are scheduled, for the designated two staff Nurse Practitioners and the local president or designee. The committee members will be compensated at their regular rate of pay for attendance at the meeting. The meetings will be cancelled if neither party has submitted agenda items two weeks in advance of the committee meeting.

### Section 2

CRNPs that work 40 hours per week and function as primary out-patient providers with a full complement of patients scheduled per session will be scheduled 4 hours of administrative time per week. Full time CNRPs that work less than 40 hours will be scheduled 3.5 hours of administrative time per week. Requests by employees to distribute their weekly allotment of administrative hours in a particular way will not be unreasonably denied.

## **Article XXIX- Joint Nurse Practice**

### Section 1

The Joint Nurse Practice Committee, as described below, will be formed as follows: The President of the Union shall be an ex-officio member, and shall appoint up to six (6) representatives. The COO shall be an ex-officio member of the committee and shall appoint six (6) additional members. The committee shall meet during regular working hours for one hour every other month. TFPP management will ensure committee members are released and relieved from their duties.

### Section 2

The committee shall review clinical and evidence-based practice, patient outcomes, staff and performance improvement data.

### Section 3

The JNPC will utilize various sources of evidence to make its recommendations, including but are not limited to incident reports, input from department-based staffing, evidence-based research, guidelines-adopted by professional nursing organizations (i.e. AWHONN, AACN, AORN).

#### Section 4

The Staffing and Scheduling committee will continue to promote a commitment to excellence in nursing practice by addressing issues and making recommendations to TFPP concerning staffing, technology, training, equipment, and supplies.

#### Section 5

The COO or designee shall respond to such request in writing within 30 days, except for good cause, upon receiving the recommendations from the Committee.

### **ARTICLE XXX DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from date of ratification and shall remain in effect until and including September 30, 2026, and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law, but in no event less than sixty (60) prior to the end of the original term in 2026 or 60 days written notice prior to the end of any subsequent year, of an intention to terminate the contract at the end of the original term or at the end of the then current year.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed by duly authorized officers and representatives as of

APPENDIX A

**WAGE RATES**

<u>Registered Nurse Staff Nurse Wage Scale</u>			
	<u>First full pay period</u>	<u>First full pay period</u>	<u>First full pay period</u>
	<u>After ratification</u>	<u>Oct 2024</u>	<u>Oct 2025</u>
<u>Yrs. Exp</u>	<u>\$5.00</u>	<u>2.75%</u>	<u>3.00%</u>
0-1	\$42.54	\$43.71	\$45.02
1-2	\$44.95	\$46.19	\$47.58
2-3	\$46.52	\$47.80	\$49.23
3-4	\$47.71	\$49.02	\$50.49
4-7	\$49.46	\$50.82	\$52.34
7-10	\$50.26	\$51.64	\$53.19
10-15	\$53.04	\$54.50	\$56.14

15-20	\$54.19	\$55.68	\$57.35
20-30	\$55.81	\$57.34	\$59.06
30+	\$56.82	\$58.38	\$60.13

<u>Nurse Practitioners Wage Scale</u>			
<u>Yrs. Exp</u>	<u>First full pay</u> <u>After ratification</u> <u>\$5.00</u>	<u>First full pay</u> <u>Oct 2024</u> <u>2.75%</u>	<u>First full pay</u> <u>Oct 2025</u> <u>3.00%</u>
0	\$58.62	\$60.23	\$62.04
1	\$60.71	\$62.38	\$64.25
2-4	\$63.36	\$65.10	\$67.05
4-10	\$65.12	\$66.91	\$68.92
10-20	\$68.29	\$70.17	\$72.28
20+	\$68.92	\$70.82	\$72.94

## APPENDIX B

### NURSE CERTIFICATIONS

American Association of Critical Care Nurses  
Board of Certification for Emergency Nursing  
National Intravenous Therapy Association  
Oncology Nursing Certification Corporation  
National Certification Board for Perioperative Nursing Inc.  
American Board of Post-Anesthesia Nursing Certification  
American Association of Diabetes Education  
NAACOG-OB/Gyn  
Addictions Nurse Certification  
American Nurses Credentialing Center  
National Certifying Board of Pediatric Nurse Practitioners and Nurses  
Certifying Board of Gastroenterology Nurses and Associates  
National Board of Certification of Hospice Nurses  
Orthopedic Nurse Certification Board  
Nephrology Nurse  
Dialysis Nurse  
Society of Clinical Research Associates  
Association of Clinical Research Professionals  
American Academy of Nurse Practitioners  
Otolaryngology Head & Neck Nurses  
American Academy of HIV  
American Mid-Wifery Certification  
American Academy of HIV Medicine (AAHIVS)



### SIDE LETTER ON CONTINUOUS YEARS OF SERVICE

A regular non-probationary TFPP employee with a Temple University employment date prior to January 1, 2021, shall be credited for their continuous years of service by retaining his or her date of continuous employment at Temple University for the purpose of vacation accrual.

Continuous employment reflects no break in employment incurred from earliest employment date at Temple University or TFPP.

Such employees who are participants in the Defined Contribution Pension plan will be grandfathered so that years of participation in the Plan while continuously employed at Temple University will be credited to their Plan participation at TFPP.

### SIDE LETTER ON TEMPORARY CHANGE IN SCHEDULED HOURS

Should significant and unusual decreases in patient volume require a temporary change in scheduled hours, TFPP will, upon request, meet to discuss with the Association in advance of such a change. Such discussions will take into consideration feedback regarding patient volume, patient care and workflow issues. The parties will consider approaches designed to ensure appropriate patient care while also acknowledging any operational concerns.

### SIDE LETTER ON JURISDICTION

The parties agree that in the event that the bargaining unit comes under the jurisdiction of the National Labor Relations Board, after all appeals have been exhausted, TFPP will comply with federal law whenever a proposed change in the terms and conditions of employment of bargaining unit employees would create an obligation to bargain under federal law and the following language substitutions shall be made:

#### ARTICLE 2 – UNION SECURITY

Section 1 shall be replaced in its entirety by the following:

All employees who are or shall become members in the Union shall remain members as a term and condition of employment, subject to governing law. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues and standard assessments.

#### ARTICLE 3- CHECK-OFF

Section B. Agency fee shall be deleted in its entirety. The lettering of the paragraphs under Membership dues shall be removed.

The below paragraph shall be inserted as article 3 section 4, and the subsequent paragraphs renumbered.

Article 3 section 4:

All new employees who do not become Union members upon the expiration of their probationary period, shall, as a condition of employment, pay to the Union each month a Fair Share fee in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative. Upon receipt of a written

authorization from an employee TFPP shall, pursuant to such authorization, deduct from the wages due said employee the Fair Share fee described in the section. Fair Share deduction shall be subject to the requirement of Articles 2.2 and the following:

- a.) The Union shall provide TFPP with the name of each nonmember who is obligated to pay a Fair Share fee, the amount of the fee that he/she is obligated to pay, and a reasonable schedule for deducting the Fair Share fee from the salary or wages of each nonmember. Upon receipt of said notice, TFPP shall deduct the Fair Share fee in accordance with the schedule, and promptly transmit the amount deducted to the Union.
- b.) As a precondition to the collection of Fair Share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides nonmembers, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by non-members to the amount of the fee.

*It is understood that both parties retain all arguments about jurisdictional issues regarding TFPP and whether covered under public or private sector law, and that neither this side letter, nor any other provision in the CBA, constitutes evidence about jurisdictional issues.*

#### SIDE LETTER ON APN SUBSPECIALTIES

Where new subspecialties arise or circumstances change that create potential issues over employee classifications within a given tier, the parties agree to meet and discuss the impact of such changes.

#### SIDE LETTER ON TUITION REMISSION

Dependents of Temple University employees transferring to TFPP on January 1, 2021, will be eligible for the same tuition remission benefit offered to dependents of active employees of Temple University at the time the dependent enrolls at Temple University, provided that the dependent:

- (1) is enrolled at Temple University as an undergraduate in good standing on January 1, 2021, or
- (2) enrolls at Temple University no later than the start of Fall semester 2024 and is below the age of 23 when they enroll at Temple University.

All other eligibility requirements for dependent tuition remission must be met in accordance with the University tuition remission policy at the time of the dependent's enrollment at the University and all limitations on the benefit, including the number of semesters covered, will be subject to the Temple University tuition remission policy applicable to active employees of Temple University at the time the dependent enrolls at Temple University. Decisions about the Temple University tuition remission policy is made solely by Temple University, not TFPP.

As required by law, the value of the dependent tuition will be considered taxable income to the employee and taxes will be withheld from the employee's paycheck by TFPP based on that amount.

Employees who are eligible for tuition benefits from TFPP cannot receive both these tuition benefits under the Temple University tuition remission policy and tuition benefits from TFPP for the same dependent for the same time period. Employees with dependents who are eligible for both benefits will

be presumed to have elected the Temple University benefit unless the employee notifies TFPP human resources to the contrary before the semester for which they are seeking tuition benefits begins.

Employees on an approved leave of absence from the University on January 1, 2021, who transfer to TFPP at the end of their leave of absence will also be eligible for this dependent tuition remission benefit. Any other Temple University employees who are hired by TFPP after January 1, 2021, will not be eligible for this benefit.

Employees who are enrolled in a program of study at the time of the transition will be eligible for the existing TU tuition remission benefit for a period of two (2) years from the date of the transition for up to eight (8) credit hours per semester.