

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**NORTH AMERICAN PARTNERS IN ANESTHESIA
(PENNSYLVANIA), LLC.**

AND

**WYOMING VALLEY CERTIFIED REGISTERED
NURSE ANESTHETIST ASSOCIATION/
PENNSYLVANIA ASSOCIATION STAFF NURSES
AND ALLIED PROFESSIONAL (PASNAP)**

October 5, 2017 – June 30, 2020

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
1 RECOGNITION	1
2 MANAGEMENT RIGHTS	1
3 UNION SECURITY	3
4 MEMBERSHIP DUES AND FAIR SHARE FEE CHECKOFF	4
5 DETERMINATION OF WORK STATUS	5
6 PROBATIONARY EMPLOYEES.....	6
7 ASSOCIATION RIGHTS	6
8 BULLETIN BOARDS.....	8
9 PERSONNEL RECORDS.....	8
10 NO STRIKE - NO LOCKOUT.....	9
11 DISCIPLINE AND DISCHARGE	10
12 GRIEVANCE PROCEDURE.....	12
13 ARBITRATION	13
14 SENIORITY	14
15 LOW CENSUS STAFFING	18
16 HEALTH AND SAFETY	19
17 HOURS AND OVERTIME.....	19
18 FAMILY AND MEDICAL LEAVE ACT	22
19 JURY DUTY	24

<u>ARTICLE</u>	<u>PAGE</u>
20	MILITARY LEAVE.....25
21	BEREAVEMENT LEAVE.....25
22	WAGE MINIMUMS AND INCREASES.....26
23	PAID HOLIDAYS.....27
24	PAID TIME OFF28
25	NON-DISCRIMINATION30
26	LABOR-MANAGEMENT MEETINGS.....31
27	MISCELLANEOUS BENEFITS.....32
28	MEDICAL, DENTAL AND VISION INSURANCE33
29	LIFE INSURANCE34
30	ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....34
31	SHORT TERM DISABILITY INSURANCE34
32	LONG TERM DISABILITY INSURANCE34
33	401(k) PLAN35
34	LIABILITY INSURANCE.....35
35	ENTIRE AGREEMENT.....36
36	SEPARABILITY AND SAVINGS36
37	DURATION OF AGREEMENT.....36
APPENDIX A	MINIMUM BASE HOURLY RATES 38
APPENDIX B	GRIEVANCE PROCESSING FORM39
SIDE LETTER AGREEMENTS40-41

PREAMBLE

AGREEMENT made and entered into this 5th day of October, 2017, by and between NORTH AMERICAN PARTNERS IN ANESTHESIA (PENNSYLVANIA), LLC (the “Employer”), and the WYOMING VALLEY CERTIFIED REGISTERED NURSE ANESTHETIST ASSOCIATION/PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS (PASNAP) (the “Association”), acting herein on behalf of the employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the employees.

ARTICLE 1

RECOGNITION

Section 1 - The Employer hereby recognizes the Pennsylvania Association of Staff Nurses and Allied Professionals, 1 Fayette Street, Suite 475, Conshohocken, PA 19428, through its local Wyoming Valley Certified Registered Nurse Anesthetist Association, as the exclusive collective bargaining representative for all full time, regular part-time, per diem and chief certified registered nurse anesthetists employed by the Employer at Wilkes-Barre General Hospital and Center for Same Day Surgery, located in Wilkes-Barre Pennsylvania, excluding all other employees, which term includes without limitation guards, supervisors, professional, technical, clerical and confidential employees.

The Pennsylvania Association of Staff Nurses and Allied Professionals is the legal bargaining agent.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1 – The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, unless abridged by the express provisions of this

Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire, promote, layoff, recall, assign, transfer, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer in whole or in part and/or to sub-contract the same; hire or contract with per diem, temporary, agency or non-bargaining unit employees and utilize volunteers and student interns; determine and schedule when overtime shall be worked consistent with applicable law; install or remove equipment; transfer or relocate any or all of the operations or business to any location, or discontinue such operations, by sale or otherwise, in whole or in part, at any time; establish, increase or decrease the number of work shifts, the duration of any shift, and their starting and ending times; determine the work duties of employees; promulgate, revise, post and enforce rules and regulations governing the conduct and performance of employees; select supervisory employees; train employees; establish, maintain, revise or discontinue functions, programs and standards of service or processes; establish, change, combine or abolish job classifications and determine qualifications; determine reasonable work performance levels and standards of performance of the employees, and in all respects carry out the ordinary and customary functions of management.

Section 2 - The Employer shall have the right to assign any of the work required by new technology, equipment or processes to any division, department or location of the Employer including divisions, departments or locations not covered by this Agreement. The Employer shall have the sole right to determine what constitutes such new technology, equipment or processes.

Section 3 - Failure to exercise any of the functions, whether or not expressly stated herein, shall not constitute a waiver thereof.

Section 4 - Nothing contained in this Agreement shall prevent the Employer from designing, establishing, implementing or discontinuing any program or process already undertaken by the Employer or hereafter to be undertaken by the Employer.

Section 5 - The foregoing statement of the rights of management and of Employer functions is not all inclusive, but indicates the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions not specifically enumerated.

Section 6 – In any dispute over the Employer’s exercise of the rights retained by it under this Article, the Arbitrator’s authority shall be limited to determining whether such exercise was arbitrary, capricious or discriminatory.

Section 7 – The right to reasonably accommodate disabled employees in accordance with the applicable laws, notwithstanding other provisions of this Agreement, is vested exclusively with the Employer.

Section 8 – Except as otherwise provided herein, there shall be no individual agreements between employees and the Employer.

ARTICLE 3

UNION SECURITY

Section 1- All employees who are, or shall become, members of the Union shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign her/his membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders her/his periodic dues. The payment of dues while a member shall be deemed a condition of employment.

Section 2 - Each current bargaining unit employee who is already a member of the Union, and each new member of the collective bargaining unit who completes his/her new employee probationary period , and is therefore covered by this Agreement, but who elects not to be a member of the Union, shall, as a condition of employment, be required to pay to the Union a fair share fee, which shall mean the regular membership dues required of members of the Union, less the *pro rata* cost for the previous fiscal year of the Union's undertakings which were not reasonably employed to implement or effectuate the duties of the Union as the exclusive representative of the members of this bargaining unit.

Section 3 - An employee who has failed to maintain membership in good standing or pay the fair share fee as required by this Agreement shall, within twenty (20) calendar days following receipt by the Employer of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and fees have not been tendered.

Section 4 - The Union will defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances and other liability incurred by the Employer that arise out of or by reason of actions taken by the Employer pursuant to this Article 3.

Section 5 - The Union shall notify the employees and the Employer as to the amount of the applicable membership dues or fair share fee and to any changes in those amounts.

ARTICLE 4

MEMBERSHIP DUES AND FAIR SHARE FEE CHECKOFF

Section 1 - Upon receipt of a voluntary signed written authorization from an employee covered by this Agreement, on a form provided by the Union, the Employer agrees to deduct from the employee's bi-weekly paycheck equal amounts which total the employee's annual membership dues or fair share fee payment obligation to the Union. The Employer will forward said amounts to the Union's Treasurer within fourteen (14) days after the last membership dues or fair share fee deduction for the month with a list of the employees whose contributions have been included. The Union shall timely advise the Employer as to the amount of the applicable membership dues or fair share fee amount for each employee covered by this Agreement, and of any changes to those amounts. The Union shall be responsible for advising current and newly-hired employees of their payment obligations under this Article and for providing such employees with copies of the requisite check-off authorization forms.

Section 2 - 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 non-members, by way of annual notice, with sufficient information to gauge the propriety of the fair share fee, and that responds to challenges by non-members to the amount of the fair share fee. The procedure shall provide for an impartial hearing before an arbitrator to resolve disputes regarding the amount of the fair share fee.

Section 3 - The Employer shall not be obligated to make membership dues or fair share fee deductions of any kind from any employee who, during any period involved, failed to receive sufficient wages to equal the membership dues or fair share fee deduction.

Section 4 – The Employer shall be relieved from making such “checkoff” deductions upon an employee’s (a) termination from employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work or (d) authorized unpaid leave of absence. The Employer shall resume such checkoff deductions if a laid off employee or an employee on an authorized unpaid leave of absence returns to work.

Section 5 - It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are forwarded to the Union’s Treasurer, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6 - The Union will have no claim, monetary or otherwise, against the Employer by reason of its failure to perform under this Article due to administrative or technical error. Any such error brought to the Employer’s attention shall be corrected in the next paycheck.

ARTICLE 5

DETERMINATION OF WORK STATUS

Section 1 - An employee who is regularly scheduled to work forty (40) hours per week is considered to be a full-time employee and is eligible for benefits.

Section 2 - An employee who is regularly scheduled to work at least thirty (30) hours but less than forty (40) hours per week is a part-time (benefits eligible) employee.

Section 3 - Probationary employees are those defined as such in Article 6, Probationary Employees.

Section 4 - Per Diem employees are defined as employees who work less than thirty (30) hours per week. Per Diem employees may work more than thirty (30) hours in a week in order to fill in for the absence of a full-time or part-time employee. Per Diem employee are not benefits eligible.

Section 5 - Casual employees may be hired by the Employer to supplement the bargaining unit employees when census or absences require additional employees.

Casual nurses are not covered by this Agreement. Casual nurses will average less than one (1) shift per pay period in a calendar quarter.

Section 6 - Temporary employees may be hired by the Employer for a specific job not to exceed six (6) months. The Employer may extend such employment for one additional three (3) month period. Written notice of the extension shall be given to the Association. Following nine (9) months of continuous employment, such employee may bid on a regular position. Temporary employees are not covered by this Agreement. Before hiring a temporary employee, the Employer shall first offer such temporary work to employees on lay-off. Such laid off employees must have the necessary qualifications to perform the temporary work and must commit to work the schedule of the temporary position. Such laid-off employees will be paid their current rate of pay and shall accrue benefits consistent with the Agreement. While employed in a temporary position, laid-off employees shall retain recall rights under the terms of Article 14, Seniority.

Section 7 - Employees covered by this Agreement shall not be required and/or scheduled to perform work at any other facility where North American Partners in Anesthesia provides services.

ARTICLE 6

PROBATIONARY EMPLOYEES

Section 1 - Newly hired full-time employees shall be considered probationary for a period of ninety (90) calendar days of continuous active employment from the date of employment, excluding time lost for sickness and other leaves of absence. Time lost for sickness and other leaves of absence shall not be counted toward completion of the probationary period. The Employer may, at its sole discretion, extend an employee's probationary period for one additional ninety (90) calendar day period, and shall provide the Union with notice of any such extension. Additional extensions may be made upon the written, mutual consent of the Employer and the Union.

Section 2 - During the probationary period, the Employer may discharge any such employee at will, and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement. The Employer will make every effort to provide written notice of such discharge at least one (1) week before the end of the probationary period.

ARTICLE 7
ASSOCIATION RIGHTS

Section 1 – Association Staff Representatives who have representation/contract administration responsibilities shall have reasonable access to Employer facilities in which bargaining unit employees are employed for the sole purpose of administering this Agreement. The Association shall provide the Employer with a list of such representatives. Association Staff Representatives shall provide reasonable notice to the Employer’s Vice President of Human Resources or his/her designee, by telephone or by electronic mail, of the date of their visit, its intended purpose, and the area(s) that will be visited. Such visit(s) shall not interfere with the delivery of patient care services or the Employer’s operations.

Section 2 - Subject to patient care and scheduling demands, the Employer may grant bargaining unit employees who the Association has designated as having representation/contract administration responsibilities a reasonable amount of excused absence time in order to complete such responsibilities. The designated employee representative(s) must request such excused absence time as soon as practicable under the circumstances. The excused absence time shall not interfere with the delivery of patient care or the Employer’s operations.

Section 3 - With the exception of investigatory interviews that may lead to an employee’s discipline, Association Staff Representative or designated employee representative meetings with bargaining unit employees shall be conducted in non-working areas during non-working time.

Section 4 - An employee must receive authorization from his/her immediate supervisor before leaving a work area.

Section 5 - Any time spent by a designated employee representative and/or bargaining unit employees under this Article during their working time shall be uncompensated, unless they specifically request to be compensated for such time by using accrued and unused paid time off.

Section 6 - No Association business meetings shall be held on the premises of the Employer’s facility any time, except upon approval of the Employer.

Section 7 - No Association representative or employee shall engage in organizing activities, solicitation or distribution of literature in patient care areas at any time.

Section 8 - The Employer shall provide the Association with an updated bargaining unit seniority list semi-annually – as of June 30 and December 31. Such lists shall also include the employees' date of certification as a Certified Registered Nurse Anesthetist. Currently-employed CRNAs shall provide the Employer with their CRNA certification date and the Employer shall obtain such information from newly-hired CRNAs. The Employer shall provide the Association with the name and home address of all newly-hired or terminated/separated bargaining unit employees, and the date of their hire or termination/separation.

Section 9 - The Employer shall provide a copy of this Agreement to each newly-hired bargaining unit employee.

ARTICLE 8

BULLETIN BOARDS

The Employer shall provide a bulletin board in a CRNA designated area for the purpose of posting proper Association notices. Proper Association notices include meeting notices, internal Union election notices, and other local Association business.

ARTICLE 9

PERSONNEL RECORDS

Section 1 - Employees and/or their designated representative shall have access to their own personnel file by appointment with the Vice President of Human Resources or his/her designee and their representatives shall be permitted to take notes of items in the file but shall not remove any item.

Section 2 – Employees shall be notified by the Employer of any written communication provided to the Employer regarding the employee, and the employee shall be provided with a copy of the communication, unless such communication (i) relates to the investigation of a possible criminal offense, (ii) is a letter of reference, or

(iii) is a document which is being developed or prepared for use in civil, criminal, or grievance procedures. Employees shall have the right to respond in writing to any item in his/her personnel file and such responses shall become part of the file.

ARTICLE 10

NO STRIKE - NO LOCKOUT

Section 1 - During the life of this Agreement or any written extension thereof, the Association, on behalf of its officers, agents and members, agrees that it will not directly or indirectly authorize, cause, encourage, assist, condone, sanction or take part in any strike, slowdown, sympathy strike, walkout, sit down, stoppage, interruption or delay of work or boycott, whether they be a primary or secondary nature, or any other activities which interfere, directly or indirectly, with the Employer's operation or services, or those of the hospital or services location, for any reason.

Section 2 - The Employer agrees that there shall be no lockout during the life of this Agreement. A layoff, reduction in force, downsizing, rightsizing, or closing of any facility, department or unit for any reason, or an inability to continue operations for any reason including a labor dispute, shall not be a lockout.

Section 3 - The term strike shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other Association.

Section 4 - The Employer shall have the unqualified right to discharge or discipline any or all employees who engage in any conduct in violation of this Article. Such action, except on the issue of employee participation, shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 5 - Any claim, action or suit for damages resulting from the Association's violation of this Article shall not be subject to the Grievance and Arbitration provisions of this Agreement, except on the issue of employee participation.

Section 6 - The Employer shall be entitled to seek an injunction for any alleged violation of this Article.

Section 7 - In addition to the above, should any strike, sympathy strike, slowdown, walkout, sit down, stoppage, interruption or delay of work or boycott, whether they be of a primary or secondary nature, or any other activities which interfere, directly or indirectly, with the Employer's operations occur, the Association, within twenty-four (24) hours of a request by the Employer, shall do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively, from engaging or continuing in the type of activities described above. Specifically, the Association shall take at least the following steps:

- a. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Association;
- b. Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
- c. Post notices at appropriate locations advising that it disapproves of such action, and instructing employees to return to work immediately.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1 - The Employer shall have the right to make, issue and enforce rules of conduct and standards of performance, to maintain discipline and efficiency, and to suspend, discharge or otherwise discipline any employee for just cause. An employee's refusal to submit to substance testing as set forth in Section 8 below shall constitute just cause, and may result in immediate termination.

Section 2 - Documentation of employee discipline shall be retained in the employee's Human Resources file. Verbal and written warnings may not be made the subject of a grievance. However, verbal and written warnings shall be removed from the Human Resources file twelve (12) months after the date of the warning, provided that there has been no repetition of the conduct or unsatisfactory performance giving rise to the warning. Warnings removed from the file may not be used to support a disciplinary decision, but they may be used to show that the employee had received prior notice of the particular rule violation or unsatisfactory performance issue.

Section 3 - When an employee reasonably believes that an interview with management may result in his/her discipline, the employee, upon request, shall be

permitted to have an Association representative or employee representative present during such interview, as long as their presence does not impede or interfere with the interview. Association representative or employee representative shall be compensated for time spent at such disciplinary interview(s) only if they are conducted during the Association or employee representative's scheduled work hours.

Section 4 - The Employer will notify the Association in writing of the suspension or discharge of a bargaining unit employee within two (2) working days after the date of the suspension or discharge by sending the written notice to the Association's offices. The notice shall be considered given on the date it is mailed or otherwise transmitted.

Section 5 - If the Association desires to contest the suspension or discharge, it shall give written notice thereof to the Employer no later than ten (10) working days from the date on which it was given notice of the suspension or discharge. All such disputes shall be submitted and determined starting at Step 2 of the Agreement's Grievance and Arbitration provisions.

Section 6 - If the suspension or discharge of an employee results from conduct relating to a patient or a visitor, the failure of the patient or the visitor to appear at the arbitration hearing shall not be deemed by the arbitrator to be prejudicial to the Employer's case. The term "patient" shall include a person seeking health care services as well as those already admitted. The term "visitor" shall include any person accompanying a patient, visiting a patient, or engaged in business with the employer.

Section 7 - For purposes of this Article, "working days" shall exclude Saturdays, Sundays and the holidays listed in this Agreement.

Section 8 - The Association and the Employer strongly believe that a drug-free workplace should be maintained and therefore agree that the Employer may require employees to undergo substance abuse testing in accordance with its policies and procedures under the following circumstances:

1. pre-employment,
2. on the basis of reasonable suspicion, and/or
3. random follow-up testing pursuant to the provisions of a return-to-work agreement.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1 - A grievance shall be defined as a claim of an employee covered by the Agreement, or the Association, during the term of the Agreement, which involves the interpretation of, administration of, or compliance with a specific provision of this Agreement. Prior to the filing of a written grievance, nothing contained in this Article shall prevent the Association from informally and verbally presenting and resolving any grievance herein. In the event the matter is not resolved informally, the Association shall process the grievance in the following manner:

Step 1: Grievances shall be presented, in writing, first to the employee's immediate supervisor on a form as provided by the Association (Appendix B) no later than thirty (30) calendar days from the date of the occurrence giving rise to the grievance, or from the date on which the employee reasonably should have become aware of the occurrence, whichever date is later. The grievance shall identify the specific contract clauses allegedly violated, the Employer representative(s) involved in the alleged violation (if known at the time of filing), the employees involved, a brief description of the alleged contract violation and the specific relief requested. An in-person meeting or a teleconference to discuss the grievance shall be held within ten (10) calendar days after the Employer's receipt of the grievance. A written answer shall be made available to the local Association representative within ten (10) calendar days after the Step 1 discussion.

Step 2: Grievances not resolved at Step 1 shall be presented to the Employer's Vice President of Human Resources or his/her designee within ten (10) calendar days after the Association's receipt of the Step 1 answer. An in-person meeting or a teleconference to discuss the grievance shall be held within ten (10) calendar days after the Employer's receipt of the grievance. The written answer of the Employer's Vice President of Human Resources or his/her designee shall be made available to the local Association representative within ten (10) calendar days after the Step 2 discussion.

Section 2 - Subject to staffing and patient care needs, Association representatives shall be given a reasonable opportunity to investigate and process grievances. Permission must be obtained from the appropriate supervisory personnel before conducting such meetings during work time.

Section 3 - Any grievance not answered within the specified time periods may be immediately appealed to the next step of the grievance procedure, including the processing of the grievance to arbitration. Grievances may be entertained at any Step by the mutual, written consent of the parties.

Class action grievances, i.e., those involving three or more employees and involving similar issues and circumstances, shall commence at Step 2. The time limits may be changed at any Step by the mutual, written consent of the parties. Failure by the Association or the grievant to comply with any time limitations, including those relating to an arbitration demand, will close the grievance.

Section 4- Any time limit imposed on the processing of grievances shall commence upon the date following receipt. Any grievance not submitted within the foregoing specific time limits shall be deemed waived. The Association shall provide the employer's Vice President of Human Resources with written notice of all Association stewards, grievance advocates, or others who may be involved in the grievance process.

ARTICLE 13

ARBITRATION

Section 1 - If a grievance is not resolved or otherwise concluded at Step 2 of the Grievance Procedure, and the Association decides to submit the grievance to arbitration, it shall do so by sending a letter to the American Arbitration Association ("AAA") (with a copy to the Employer's Vice President for Human Resources) within thirty (30) calendar days after it receives the Step 2 answer. The arbitration procedure shall be governed by AAA's Labor Arbitration Rules then in effect, except that the parties may elect to mutually agree upon an arbitrator rather than utilize the AAA's arbitrator selection process. No individual employee may institute an arbitration proceeding.

Section 2 - The cost and the expense of the arbitrator and the hearing room shall be shared equally by the parties. Each party shall otherwise bear its own costs and expenses.

Section 3 - The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the terms and provisions of this Agreement and shall have no authority to add to, subtract from, modify or change any of the provisions of this Agreement or the Employer's policies and procedures. Damages, if awarded, shall be reduced by the grievant's replacement income, if any, including but not limited to unemployment insurance benefits, workers' compensation benefits, severance or separation pay, employment or self-employment earnings from any source. The arbitrator shall have no authority to award punitive

damages, damages for emotional distress or any damages not directly related to the grievant's employment.

Section 4 - The arbitrator's decision shall be final and binding, subject only to the statutory appeal rights either party may have.

ARTICLE 14

SENIORITY

Section 1 – Definition

Except as may be otherwise defined or limited by a specific provision of this Agreement, seniority is defined as an employee's length of continuous service as a Certified Registered Nurse Anesthetist at the Wilkes-Barre Hospital location, including his/her continuous service as a Certified Registered Nurse Anesthetist at any/all locations acquired by and/or part of the Wilkes-Barre Hospital system at the Wilkes-Barre Hospital location.

Separate seniority lists shall be maintained for employees who are employed by the Employer (1) as full-time and part-time employees and (2) as per diem employees. A CRNA can have seniority in only one of these two categories. Employees within one seniority category are pooled for seniority purposes only with the other employees in that same category. For the purposes to which seniority will be applied under this Agreement, seniority will be determined first from the seniority list for full-time and part-time employees, and then from the seniority list for per diem employees. A copy of each of these two seniority lists, which reflects the employees' seniority as of the effective date of this Agreement, shall be created and provided to both parties.

Section 2 – Accrual

a. A newly-hired employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to his/her most recent employment start date.

b. Seniority shall accrue during a continuous authorized leave of absence or layoff with or without pay for up to one (1) year, provided the employee returns to work immediately following the expiration of such leave, or in the event of layoff, the employee is recalled to employment.

Section 3 - Termination and Loss of Seniority - An employee shall lose his/her seniority status and all rights under this Agreement, and his/her employment with the Employer shall be terminated, when he/she:

- a. quits, resigns or terminates voluntarily;
- b. retires;
- c. is discharged for just cause;
- d. fails to return to work within three (3) days after the expiration of an authorized leave of absence, unless he/she notifies the Employer prior to such expiration of his/her inability to return to work for a reason deemed to be satisfactory by the Employer;
- e. is laid off for a period of twelve (12) consecutive months;
- f. fails to return to work within five (5) calendar days of recall from layoff, after written notice to return to work has been sent by the Employer by U.S. Mail (return receipt requested) to the last address furnished to the Employer by the employee;
- g. is absent for three (3) consecutive scheduled work days without notifying the Employer, unless the employee can provide a reason for the inability to provide notice which is satisfactory to the Employer.
- h. violates the No Strike - No Lockout article.
- i. In the event an employee is re-hired by the Employer and returns to a bargaining unit position within three (3) months of his/her resignation, the employee shall have his/her previously accrued seniority restored after completing his/her probationary period.

Section 4 – Application

a. Except as may be otherwise defined or limited by a specific provision of this Agreement or applicable benefit plan, seniority shall apply wherever seniority is specifically listed as a factor in determining the eligibility and/or computation of benefits and the scheduling of paid time off, and in all other cases where seniority is specifically listed as a factor in making employment decisions, including layoffs (Section 5 below) and low census staffing situations (Article 15).

b. The seniority rank of employees who commenced employment on the same date will be determined by alphabetical order (A-Z).

Section 5 – Layoff

a. In the event the Employer decides to eliminate a position or to permanently reduce the number of employees, the Employer shall notify the Association and the affected employees fourteen (14) calendar days in advance of the layoff. The

Employer shall meet with the Association and the affected employees as soon as practicable after providing notice to the Association.

b. In the event the Employer decides to lay off employees, casual, temporary and probationary employees shall be laid off first in that order.

c. Non-probationary employees shall be the next to be laid off in the inverse order of seniority.

Section 6 – Recall from Layoff Status

a. Whenever a vacancy occurs in the bargaining unit, employees who are on layoff shall be recalled in the reverse order in which they were laid off. Laid off employees will be given the opportunity for recall to any vacant bargaining unit position provided the employee has the necessary skills, license, certification, education, experience and ability to perform in the position at the required level with a normal orientation to the unit and its procedures. Where laid off employees wish to be considered for temporary recall to temporary vacancies, they will be placed on a list for call-in.

A vacancy is defined as an opening in a bargaining unit position which the Employer has decided to fill with a regular employee. The Employer retains the discretion to not fill an open position.

b. Probationary, casual and temporary employees who have been laid off have no recall rights or privileges.

c. A part-time employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

d. A per diem employee on lay off shall have recall rights to a regular full time, or regular part-time position only if he/she is willing to work the required schedule of hours and provided the vacancy had been offered to a full or part time employee on lay off status.

Section 7 - Job Posting and Bidding

a. Where a vacancy in a CRNA position, excepting the Chief CRNA position, occurs and the Employer decides to permanently fill the position, the Employer shall publish a notice of such vacancy for a period of not less than five (5) working days, excluding weekends and holidays, before the vacancy is filled. The notice shall include the shift hours (e.g. 8 hour shift, 12 hour shift, etc.) and category of employment (i.e. full-time, part time or *per diem*). Qualifications shall be the required skills, license, certification, education, experience and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

To be eligible for consideration to fill a posted vacancy, employees must apply in writing during the published period. Any non-probationary employee with a

satisfactory work record in his/her present job and who also meets the minimum qualifications may request, in writing, a transfer to fill such vacancy. The Employer may disqualify an applicant who has less than one year service in his/her current position. The Employer will select the applicant on the basis of comparative qualifications, and in cases in which the candidates' qualifications are relatively equal, will select the candidate with greater seniority. If no applicant from the bargaining unit is deemed by the Employer to be qualified for the position, the Employer may hire from outside the bargaining unit.

b. Where a vacancy in the Chief CRNA position occurs and the Employer decides to permanently fill the position, the Employer shall publish a notice of such vacancy for a period of not less than five (5) working days, excluding weekends and holidays, before the vacancy is filled. The notice shall include the shift hours, category of employment (i.e. full-time, part time or *per diem*) and qualifications required. Qualifications shall be the required skills, license, certification, education, experience and ability to perform in the position at the required level. The vacancy will be filled through an interview process.

To be eligible for consideration, employees must apply in writing during the published period. All applicants shall be interviewed. The Employer may disqualify an applicant who has less than one year service in his/her current position. The Employer will select the applicant on the basis of the results of the interview process and required qualifications. If no applicant from the bargaining unit is deemed by the Employer to be qualified for the position, the Employer may hire from outside the bargaining unit.

c. Where a vacancy in a CRNA position becomes available on a shift or category of employment (i.e. full-time, part time or *per diem*) and a non-probationary employee in that category of employment desires a change to that shift, he/she shall be placed in that position. In the event more than one such employee requests the transfer, seniority shall prevail.

d. A vacancy is defined as an opening in a bargaining unit position which the Employer has decided to fill with a regular employee. The Employer retains the discretion to not fill an open position.

Section 8 - Transfer

a. When the Employer determines that a permanent transfer of employees is required to a different shift or schedule within a category, it shall first ask for volunteers. When more volunteers than positions are available, the transfer will be awarded to the volunteer with the greatest seniority. If an insufficient number of employees volunteer, the involuntary permanent transfer will be assigned to the employees with the least seniority. In either event, the employee must have the required skills, license, certification, education, experience and ability to perform the duties of the position at the required level with normal orientation to the unit and its procedures.

b. In the event it becomes necessary to temporarily reassign employees from one shift to another shift, volunteers with the greatest seniority shall be transferred first. Should there be insufficient volunteers, the Employer shall utilize *per diem* employees first, and to the fullest extent possible, then transfer employees to the other shift on a rotating basis starting with the least senior employee. Employees shall be returned to their former shift in reverse order of transfer.

ARTICLE 15

LOW CENSUS STAFFING

Section 1 - Notwithstanding Article 14, Seniority, the Employer retains the discretion to temporarily reduce staffing due to decreased census (or volume), subject to the following:

- a. All shifts by agency employees, regular and overtime, shall first be canceled.
- b. All shifts by casual employees or temporary employees shall then be canceled, followed by per diem employee shifts.
- c. Extra hours scheduled to be worked by regular part-time employees shall be reassigned or canceled;
- d. On a rotating basis, the most senior employee in the affected group may request the day off as an unpaid day or may apply an accrued vacation day.
- e. In the event further reductions are needed, the Employer will cancel, on a rotating basis, the least senior employee in the affected group.

Section 2 - In the event of a low census cancellation, bargaining unit work shall not be performed by non-bargaining unit professionals, supervisory and/or management personnel. The Employer may retain the staff needed to perform the remaining work.

Section 3 - In the event of a low census cancellation, the Employer will call the affected employee at least two (2) hours before the start of his/her shift. In the event the Employer is unable to notify the employee prior to the start of the shift, and the employee is canceled upon reporting to work, she/he will be provided at least two (2) hours of work or pay.

ARTICLE 16
HEALTH AND SAFETY

It is understood that the Employer does not own or exercise complete control over the work premises.

- a) The Employer, shall comply with all applicable employee health and safety laws, and shall undertake reasonable efforts to continue to provide a dedicated call room with a bed, a shower facility and an area that allows for the refrigeration of food.
- b) Upon receipt of a written complaint regarding incident(s) of workplace violence and/or unprofessional conduct, the Employer will utilize their policies and take appropriate action for resolution of the complaint. Communication to CRNA of such investigation, including status of said complaint and/or resolution, will occur within fourteen (14) calendar days.

Complaint(s) involving non-NAPA employees will be handled in the same manner, to the best of the Employer's ability through a collaborative effort with applicable representatives.

ARTICLE 17
HOURS AND OVERTIME

Section 1 - Due to the demanding nature of hospital services, it is necessary to operate many areas on a twenty-four (24) hour per day, seven (7) day per week basis. Shifts, start times, and shift durations shall, therefore, vary and may change from time to time.

When changes in shifts, start times, and shift durations are anticipated, the Employer shall notify the Association and the affected employees at least fourteen (14) days before implementation of the scheduled change.

Section 2 - Employees will be hired to work on an hourly basis.

- a. The work day begins at 7:00 a.m. and ends 23 hours and 59 minutes later at 6:59 a.m.
- b. The pay period begins at 12:00 a.m. on Sunday and concludes fourteen (14) days later at 11:59 a.m.

- c. For the purpose of calculating overtime, the work week shall be defined as either the first seven days or the last seven days of the bi-weekly pay period.
- d. Employees may be regularly scheduled for shifts of eight (8), ten (10), twelve (12), or twenty-four (24) hours per day consistent with the terms of this article.
- e. The above defines the normal hours of work barring a layoff, reduction in hours or modification of shift times in accordance with this Agreement and shall not be construed as a guarantee of hours.

Section 3 - Consistent with patient care needs, an employee working a shift in excess of six (6) continuous hours will be granted a one-half (1/2) hour paid meal period and reasonable rest periods within every eight (8) hours of work.

- a) Dependent on the shift worked, the one-half (1/2) hour paid meal period will be received between the hours of 11:00 am-1:30 pm and/or 4:30 pm-7:00 pm.

Section 4 - The Employer shall make every effort to post work schedules at least two (2) weeks in advance. The Employer will not make any changes to the posted schedule within fourteen (14) days of any date to be changed unless agreed upon by the employee.

Section 5 - Every effort shall be made to schedule employees' weekend assignment on an equally rotating basis. Employees may switch weekend duty with others so long as the Chairman of the Department or his/her designee approves of the changes in advance and no overtime is needed. Whenever possible, the Employer will avoid rotating an employee to the evening or night shift before his/her weekend off or a scheduled vacation week. No call shall be assigned to the weekend before or after a vacation.

Section 6 - Employees shall not be required to work split shifts or be required to work beyond the end of their regularly-scheduled shift except as per the criteria determined by applicable law. Before requiring an employee to work unscheduled overtime, the Employer shall make a reasonable effort to obtain a qualified health care professional (CRNA or Anesthesiologist) to work the unscheduled overtime, including but not limited to, soliciting a volunteer. If the Employer determines that the required overtime will exceed three (3) hours, the Employer shall continue to make a reasonable

effort to obtain a replacement as soon as possible for the employee who has been held over. No employee shall be required to work in excess of sixteen (16) consecutive hours, except where their regular and/or voluntary work schedule includes a twenty-four (24) hour shift.

Section 7 - Payment for Hours Worked In Excess Of An Employee's Regularly-Scheduled Shift. Employees who voluntarily agree or are lawfully required to work beyond the end of their regularly-scheduled shift, including those who are handling surgical cases in progress and/or who are called in to work the unscheduled overtime shall be paid one and one-half (1-½) times their regular straight-time hourly rate, including any/all premium pay and/or shift differentials to which the employee is entitled, unless the employee fails to work the remainder of his/her scheduled work shift during that same workweek.

Section 8 – Payment for Hours Worked In Excess of 40 Hours As Part of the Employee's Regularly-Scheduled Workweek - Employees shall receive one and one-half (1-1/2) times their regular straight-time hourly rate for actual hours worked, including any/all premium pay and/or shift differentials to which they are entitled, in excess of forty (40) hours worked in a given workweek. For the purpose of determining actual hours worked to compute the overtime payment herein, paid holidays and time spent in court on behalf of the Employer shall be included as actual hours worked. Scheduled paid time off and jury duty shall not be included as actual hours worked. Notwithstanding the foregoing sentence, an employee who volunteers to work a shift during a week in which they are scheduled for a full week of paid time off shall be paid one and one-half (1 ½) times their regular straight-time hourly rate for such work, including any/all premium pay and/or shift differentials to which the employee is entitled. There shall be no “pyramiding” of the overtime pay provided by Sections 7 and 8 above.

Section 9 - Employees may request and be scheduled for additional hours by seniority and on a rotational basis.

Section 10 – Employees must have all overtime approved by the supervisor prior to working overtime. Where emergency circumstances make this impossible, the employee must obtain approval as soon as practicable.

Section 11- Available hours and/or shifts will be made known to bargaining unit employees via a posted list. Starting with the most senior employee, each full time employee shall be permitted to select an extra shift and/or hours. After all full time employees have made their extra shift and/or hours selections, part time (benefits

eligible) employees will then be permitted to select an extra shift and/or hours starting with the most senior part time (benefits eligible) employee. After all part time (benefits eligible) employees have made their selection, the process will repeat itself by offering extra shifts to full time employees. Once all full and part time (benefits eligible) employees have exhausted this process, the remaining extra shifts and/or hours will then be offered to per diem employees. In the event any available hours/shifts remain after the process is completed, supervisory, non-bargaining unit professionals and management level staff may be scheduled to fulfill the staffing need.

In the event there remains no opportunity to select any extra shifts and/or hours due to no remaining extra shifts and/or hours, the rotation of the next opportunity of extra shifts and/or hours shall begin with the last employee on the seniority list who did not have any opportunity to select available time.

Section 12 - If during a shift the Employer in its discretion determines that the employee's services are not needed for the remainder of the shift, the Employer will notify the employee and permit him/her to be relieved of duty and leave the premises. The employee will nonetheless be paid for the full scheduled shift hours for which he/she has been relieved. The order in which employees will be permitted to leave the premises will be the order specified in Article 15, Low Census Staffing.

ARTICLE 18

FAMILY AND MEDICAL LEAVE ACT

Section 1 - Family and Medical Leave Act Benefits

The Employer will grant eligible employees (as defined below) FMLA leave of up to a total of 12 weeks during any 12-month period (as defined below) for:

- The birth, adoption or foster care placement of a child and to care for such child;
- The care of the employee's spouse, child or parent who has a serious health condition; and
- The employee's own serious health condition that makes the employee unable to perform the functions of his or her position.
- FMLA leave may also be taken for two types of Military Family Leave:

Qualifying Exigency Leave: Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of certain contingency operations, or is a member of a regular component of the Armed Forces and is deployed to a foreign country, may use their 12-week leave entitlement to

address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment activities, and other activities that the employee and the employer agree upon.

Military Caregiver Leave (also known as Covered Service Member Leave): A special leave of up to 26 weeks during a “single 12-month period” for an eligible employee who is the spouse, child, parent, or next of kin of a Covered Service Member to care for the Service Member. “Covered Service Member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. The “single 12-month period” for the purpose of this type of leave begins on the first day the eligible employee takes FMLA leave to care for a Covered Service Member and ends 12 months after that date.

The maximum amount of leave for any FMLA-qualifying reason that may be taken in any 12-month period is 26 weeks, provided that no more than 12 weeks of leave may be taken for any FMLA-qualifying reason other than Military Caregiver Leave.

Section 2 - Eligible Employee

To be eligible for FMLA leave, an employee must: (i) have been employed by the Employer for at least 12 months; (ii) have worked at least 1,250 hours during the 12-month period immediately preceding the first day of leave; and (iii) work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

Section 3 - Twelve-Month Period

For all FMLA leave other than Military Caregiver Leave, an eligible employee may take up to 12 weeks of leave in any 12-month period measured forward from the date any employee’s FMLA leave first began. For the purpose of the Military Caregiver leave, a “single 12-month period” is used, the same as noted above, the “single 12-month period” for the purpose of this type of leave begins on the first day the eligible employee takes FMLA leave to care for a Covered Service member and ends 12 months after that date.

Section 4 - Compensation During Leave

An employee who uses FMLA leave may use his or her accrued, unused paid time off days during the leave. If the employee's paid time off is exhausted, the remaining portion of the FMLA leave will be unpaid.

Section 5 - Benefits During FMLA Leave

During a FMLA leave, the employee will remain covered under the Employer's health insurance plan on the same conditions as coverage would have been provided had the employee not been on leave. Upon requesting a leave, an employee will be advised of the procedures for making his or her health care premium contributions during the leave period. If the employee fails to return to active employment for at least 30 calendar days after an unpaid FMLA leave, the Employer may exercise its right to recover its share of health insurance premiums from the employee, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

Section 6 - Benefits Upon Reinstatement From Leave

An employee who timely returns from FMLA leave will retain the same benefit status he or she held prior to going on FMLA leave. Use of FMLA will not result in the loss of any employment benefits that accrued prior to the start of an employee's FMLA leave (unless such accrued benefits, such as paid leave, were used during FMLA leave).

Section 7 - Other Terms and Conditions

The provisions of this Family and Medical Leave Act article shall be subject to the rules and regulations issued pursuant to the Family and Medical Leave Act of 1993 and any applicable state leave law.

ARTICLE 19
JURY DUTY

Section 1 - All employees who are called to serve as jurors will be granted time off for such purpose. The receipt of the notice to report for jury duty must be reported immediately to the Chairman of the Anesthesiology Department and the Vice President of Human Resources, or their designees.

Section 2 - The Employer may request that the employee be excused or exempted from jury duty if, in the opinion of the Employer, the employee's services are essential at the time of proposed jury service.

Section 3 - The employee is required to work on the next regularly assigned work day beginning the day after completion of jury duty. When an employee on jury duty is excused from jury duty prior to the end of their scheduled shift, the employee shall be required to call his/her immediate supervisor to determine whether the employee should report to work.

Section 4 - In order to obtain pay for hours lost due to jury duty, the employee must submit a copy of the reimbursement voucher to the Vice President of Human Resources or his/her designee at the conclusion of jury duty. The Employer will pay regular full-time employees the difference between the amount received from the court for jury duty and the employee's straight-time pay (including any applicable differential) for each day of scheduled work lost (up to 8 hours) up to a maximum of twelve (12) days.

Section 5 - If an employee is subpoenaed by the Employer to appear in court to represent the Employer or to testify on its behalf, he/she shall be paid his/her regular straight time rate, including any/all differentials and/or premium pay, to which the employee is entitled for the period of time the employee's appearance and/or testimony is required.

ARTICLE 20 **MILITARY LEAVE**

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

ARTICLE 21 **BEREAVEMENT LEAVE**

Section 1 – Full-time employee and part-time eligible employees shall be entitled to a maximum of three (3) days absence with pay for the death of an employee's spouse, domestic partner, parent (biological or step), children (biological or step), siblings (biological or step), parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, grandparent or great-grandparent. Any other bereavement situation may be covered with up to three (3) accrued paid time off days.

Section 2 - A paid bereavement day must fall on a regularly-scheduled work day. Bereavement pay will be made only when loss of pay is involved. An employee will not be entitled to bereavement pay while on a regular day off, leave of absence, workers compensation or long term disability. When the death of an employee's immediate family member occurs when an employee is on paid leave or paid time off, the benefit day shall be converted to a bereavement day.

ARTICLE 22

WAGE MINIMUMS AND INCREASES

Section 1 – The minimum base hourly rates applicable during the term of this Agreement to all regular full-time, regular part-time, *per diem* and Chief CRNA employees who have completed their probationary period are set forth in Appendix A. In the event any CRNA is currently receiving a base hourly rate that is greater than the rate set forth in Appendix A, such greater rate shall be maintained.

Increases are as follows and as reflected within the rates of Appendix A:

Retro 7/1/16 – 6/30/17 - 2.0%

7/1/17 – 6/30/18 – 6.0%

7/1/18 – 6/30/19 – 3.5%

7/1/19-6/30/20 – 3.0%

Section 2 - Experience for purposes of determining the wages of CRNAs shall be total years of experience as a CRNA.

Section 3 - Scale increases based on years of experience shall be implemented after the effective date of the general increases specified in Appendix A following the employee's anniversary date.

Section 4 – A premium of \$2.50 per hour shall be applied to the base hourly rates of no more than five (5) full-time CRNA employees at any one time who perform cardiac cases. As of July 1, 2012, this premium will apply to the following five employees: John Dushanko, Jr., Bernard Wellicka, Cynthia Russo, Thomas Yocum and Nancy Dines.

In the event the Employer increases the number of cardiac CRNAs, all additional Cardiac CRNA's shall receive the premium rate listed above.

Section 5 - The on-call rate for the term of this Agreement shall be \$100.00 for weekday call and \$175.00 for weekend call. On-call pay shall apply to all hours that “on-call” employees are assigned to “on-call” duty as well as time spent traveling to an on-call assignment. If an employee is called in to work, he/she shall be paid time and one-half their regular hourly rate of pay for all hours worked, or at least two hours pay at time and one-half, whichever is greater.

Section 6 - Each full-time and part time CRNA will receive an annual holiday bonus. The annual holiday bonus is to be paid in December of each year. To be eligible for the holiday bonus, the employee must be employed on the date the bonus is paid. Beginning in December of 2017, all full-time and part-time employees will be paid an annual bonus of \$1,000.00 each December for the duration of this Agreement.

Section 7- The annual stipend for the Chief CRNA shall be twelve thousand five hundred dollars (\$12,500) each year of this Agreement. Such stipend is in addition to any hourly wage, differential and/or premium pay to which the Chief CRNA is entitled under this Agreement.

ARTICLE 23
PAID HOLIDAYS

Section 1 - After completion of their probationary period, regular full-time and regular part-time (benefits eligible) employees shall be entitled to the following paid holidays:

New Year' s Day	Independence Day
President's Day*	Labor Day
Martin Luther Kings' Birthday*	Thanksgiving Day
Memorial Day	Christmas Day

*President's Day and Martin Luther Kings' Birthday holidays shall be “floating” holidays.

For scheduling purposes, holiday hours shall be the continuous twenty-four (24) hour period commencing at 6:00 a.m. and continuing up through 5:59 a.m.

Section 2 - Holiday pay for full-time and part time employees shall be based upon the employee's base rate of pay for the employee's normal straight time hours up to a maximum of eight (8) hours.

Section 3 - Paid holidays shall be scheduled by seniority, starting with the most senior employee on a rotating basis, and so that preferred holidays are not monopolized. No employee shall be required to work both Christmas Eve and Christmas Day. No employee shall be required to work both New Year's Eve and New Year's Day. No employee shall be required to work both Christmas Day and the following New Year's Day. No employee shall be scheduled to work consecutive Christmas Eves or Days.

Section 4 - When an employee is scheduled to work on a holiday, he/she shall be paid time and one half his/her regular pay, including any/all differentials and/or premium pay to which they are entitled.

Section 5 - To qualify for holiday benefits as provided herein, the employee must work the employee's last scheduled day before the holiday and the employee's first scheduled work day after the holiday. To qualify for holiday pay, the employee must work the holiday, if scheduled to work.

ARTICLE 24
PAID TIME OFF

Section 1- Effective upon ratification, and each year of this Agreement, all regular full-time CRNA employees and a full time Chief CRNA shall receive paid time off, paid at their hourly rate and including any/all differentials and premium pay to which they are entitled as follows:

< 3 years of experience	30 days
3 or more years of experience	35 days

Section 2- Effective upon ratification, and each year of this Agreement, all regular part-time (benefits eligible) CRNA employees (including the Chief CRNA) shall receive paid time off under this Article on a pro-rated basis.

Section 3 - Regular full-time, part-time (benefits eligible) employees (including the Chief CRNA) hired after ratification of this Agreement, upon completion of their

probationary period, shall receive paid time off on a pro-rated basis based on the date their probationary period ends.

Section 4- Requests for paid time off shall be submitted in writing to the Vice President of Human Resources or his/her designee at least two (2) weeks prior to the requested date.

Section 5- The selection of paid time off shall be done in such a manner whereby the same priority weeks/priority time in consecutive years is not taken unless other employees have had the opportunity to bid on that time. It shall also be done in a rotational manner, by seniority and subject to staffing needs, in order for each eligible employee to have the chance to take at least one (1) week off during the priority summer period. The priority summer period is defined as the period between (and inclusive of) Memorial Day and Labor Day. No employee shall be entitled to take more than one (1) week during this summer period until every eligible employee has been given a chance to take at least one (1) week off. If there are not enough weeks available, preference shall be granted according to seniority. For the priority period defined in this Article, in order to be considered for approval of such time by seniority, requests for this specific period must be submitted by April 15 of each calendar year. After April 15, all requests for time in this priority period will be approved on a first come, first served basis based on remaining available dates. Three (3) employees shall be permitted to take a vacation week during the priority vacation period, unless there is an emergent change in staffing, so as to make the third pick unworkable. The Employer shall allow three (3) employees to take a vacation week during the Thanksgiving to Christmas period, unless there is an emergent change in staffing, so as to make the third pick unworkable. When simultaneous requests are made, seniority shall be determinative. No paid time off shall be paid or approved unless a prior written request is submitted in advance to the Vice President of Human Resources or his/her designee.

Section 6- Employees in active employment may elect to cash out earned, but unused paid time off to a maximum of ten (10) days each calendar year. Requests to cash out paid time must be submitted in writing to the Senior Vice President of Human Resources or his/her designee by no later than December 1 of each year.

Section 7- Employees in active employment shall be allowed to carry-over up to and including ten (10) earned, but unused paid time off days each calendar year. Requests to cash out paid time off must be submitted in writing to the Senior Vice President of Human Resources or his/her designee by no later than December 1 of each year.

Section 8 - Paid time off shall continue to accrue during a leave of absence for military duty or during the period of time called to military duty.

Section 9 - Employees shall accrue paid time off during leaves of absence consistent with Article 18, Family and Medical Leaves of Absence and Other Unpaid Leave.

Section 10- Employees may use accumulated paid time off to cover the difference between the employee's regular pay and the actual amount paid to the employee under the Pennsylvania Workers Compensation Law or under the Short Term Disability Plan provided in Article 31 herein or the Long Term Disability Plan provided in Article 32 herein. In the aggregate, such benefits in any given day shall not exceed the employee's regular daily pay.

Section 11 - Paid time off shall be authorized for the employee's own medical condition and/or for the illness of family members.

Section 12 - Employees will not be penalized by the attendance policy for utilizing paid time off for illness or injury requiring inpatient treatment or for work-related illnesses or injuries.

Section 13 - Unscheduled paid time off must not exceed three (3) days per calendar quarter. Any additional unscheduled paid time off per calendar quarter must be accompanied by a physician's note for employees own medical condition and/or for the illness of family members in order to be paid.

Section 14 – Employees who resign their employment with 60 days prior written notice to the Employer are eligible to cash out earned, but unused paid time off to a maximum of fifteen (15) days, inclusive of all carry-over of earned, but unused paid time off. Such paid time off shall be paid within thirty (30) calendar days of termination date.

ARTICLE 25 **NON-DISCRIMINATION**

Neither the Employer nor the Union will discriminate based on race, color, national origin, religion, gender, marital status, age, sexual orientation, disability or lawful union

activity, or retaliate based upon the making of a complaint of any such discrimination. Any categories protected from discrimination in the Employer's non-discrimination policies shall be automatically incorporated as a category covered by this paragraph.

An employee may timely elect to challenge a decision or action as discriminatory or retaliatory by making it the subject of a complaint pursuant to the complaint procedures contained in the Employer's non-discrimination policy and/or sexual harassment policy, copies of which are annexed hereto as Appendix A; or the subject of a complaint or grievance pursuant to the Grievance and Arbitration provisions of this Agreement.

A claim of discrimination or retaliation based upon lawful union activity may be made the subject of a complaint or grievance pursuant to the Grievance and Arbitration provisions of this Agreement. After any such complaint or grievance has proceeded through the pre-arbitration steps of the grievance process, the Employer or the Union may elect to have the matter timely submitted to the National Labor Relations Board for determination rather than to arbitration.

Nothing in this Article shall limit or circumscribe the Employer's authority to conduct its own independent investigation of a claim of discrimination, sexual harassment or retaliation. Should the discipline or termination of any covered employee result from the Employer's investigation of a such a claim, such discipline or termination may be made the subject of a grievance pursuant to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 26

LABOR-MANAGEMENT MEETINGS

In order to promote labor-management relations, the parties agree to hold joint labor-management meetings no less than quarterly during the term of the Agreement at a mutually agreed upon time and place to discuss issues of concern to either party. The participants shall have no authority to modify the terms of the collective bargaining agreement. The parties shall exchange written agendas at least five (5) days in advance of the actual meeting date.

ARTICLE 27
MISCELLANEOUS BENEFITS

Section 1 - Certification/Recertification - All bargaining unit employees shall be reimbursed for the cost of certification and recertification tests, upon proof of successful completion. Reimbursement shall be limited to certification in one (1) area. To qualify for such reimbursement, the employee must be qualified to take the test, certification must be germane to the employee's classification. Employees shall not be reimbursed for lost time or any other expenses in connection with the test. Where recertification does not require a test, the Employer will reimburse the cost of recertification when achieved by other means.

Section 2 - Mileage - The Employer will pay mileage reimbursement at the IRS rate when an employee is requested to use his/her personal vehicle in the normal course of the job.

Section 3 - Long Distance Transport Meal Account - For long distance transport (more than 50 miles one way), the Employer will reimburse up to \$20 per trip for meals, upon submission of receipts.

Section 4 - Fees and Dues - The Employer will pay for AANA membership dues, re-credentialing fees and current reviews for each CRNA (including the Chief CRNA).

Section 5 – CME Conference and Class Expenses - The Employer will reimburse each CRNA for expenses and fees related to attendance at continuing education conferences and classes. In addition, two (2) CRNA's shall be allowed to attend the national CRNA conference each contract year. Requests to attend the national CRNA conference shall rotate each year on a seniority basis. National CRNA Conference paid days may not be accumulated or carried over from year to year.

Full and part-time employees who are unable to attend continuing education conferences and classes may, with the written prior approval of the company, utilize no more than sixteen (16) hours of PTO on a scheduled day off to complete his/her CME requirements.

Section 6- The total amount of reimbursement for full-time CRNA employees (including the Chief CRNA) under Sections 1, 4 and 5 above shall not exceed two thousand, five-hundred dollars (\$2,500) in any calendar year. Regular part-time (benefits eligible) CRNA employees shall be reimbursed on a pro-rated basis.

Section 7- Hiring/Recruiting Incentive Programs – On occasions it may be necessary to provide hiring bonuses or other hiring incentive programs in addition to the wages and benefits expressed in this Agreement. The decision to give, the conditions, and the amount of hiring bonuses or other hiring incentive benefit programs will be determined at the sole discretion of the Employer. In the event any such hiring bonuses and/or hiring incentive benefit programs are put in place by the Employer, the Employer agrees to notify the Union (electronic submission is acceptable) as to the existence and details of the program.

ARTICLE 28
MEDICAL, DENTAL AND VISION INSURANCE

The Employer shall provide a medical, dental and vision plan for all benefits-eligible bargaining unit employees consisting of, or comparable to, the Employer’s plan(s) in effect for the 2017-2018 plan year, during the term of this Agreement:

- a) Medical: Employees who choose to participate in the Employer’s health insurance plan shall contribute to the cost of the plan. The employee percentage contribution rate(s) for each type of plan and type of coverage will be 20% for HMO and 30% for PPO. During the term of this Agreement, if changes are made in the plan premium rates or plan, Employer shall inform the Union of said changes to its health insurance plan(s).
- b) Dental: the Employer shall pay 100% of the premiums to provide dental insurance during the term of this Agreement.
- c) Vision: the Employer shall pay 100% of the premiums to provide vision insurance during the term of this Agreement.

Throughout the term of this Agreement, the Employer will provide each benefits- eligible employee the opportunity to enroll in the Employer’s Flexible Spending Plan, subject to applicable IRS regulations.

Throughout the term of this Agreement, benefits-eligible employees may elect to waive medical insurance coverage and thereby receive a \$2500 annual payment, subject to the terms and conditions of the Employer’s medical insurance waiver/payment program.

ARTICLE 29
LIFE INSURANCE

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all benefits-eligible bargaining unit employees, at no cost to the employee, group life insurance coverage consisting of, or comparable to, the Employer's currently provided group life insurance plan with policy amount capped (which shall not be diminished) at \$200,000. Additionally, Employee may participate in any voluntary life insurance policies as offered by Employer.

ARTICLE 30
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all benefits-eligible bargaining unit employees, at no cost to the employee, accidental death & dismemberment insurance coverage consisting of, or comparable to, the Employer's currently provided accidental death & dismemberment insurance plan with policy amount capped (which shall not be diminished) at \$200,000.

ARTICLE 31
SHORT TERM DISABILITY INSURANCE

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all benefits-eligible bargaining unit employees, at no cost to the employee, a short term disability plan consisting of, or comparable to, the Employer's currently provided short term disability plan.

ARTICLE 32
LONG TERM DISABILITY INSURANCE

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all benefits-eligible bargaining unit employees, at no cost to the employee, a long term disability plan consisting of, or comparable to, the Employer's currently provided long term disability plan.

ARTICLE 33

401(k) Plan

Upon ratification and throughout the term of this Agreement, subject to the terms of the plan in place, the Employer shall provide all eligible bargaining unit employees the opportunity to participate in a 401(k) Plan, consisting of, or comparable to, the Employer's plan currently in place.

The contribution will be made in installments, typically monthly but subject to the terms of the plan document, during the one-year period starting on the effective date, for each eligible employee. The contribution will be earned on a pro-rata monthly basis, by each eligible employee who has worked at least one full day in the month.

The Employer shall make a Profit Sharing Plan and Trust Defined Contribution to each eligible employee's 401(k) Plan each year, in the annualized amounts of this Agreement as per the schedule below:

Effective July 1, 2017 - \$3,000.00.

Effective July 1, 2018 - \$3,500.00.

Effective July 1, 2019 - \$4,000.00.

ARTICLE 34

LIABILITY INSURANCE

Section 1 - Upon ratification and throughout the term of this Agreement, the Employer shall provide each bargaining unit employee with malpractice insurance at no cost to the employee, consisting of, or comparable to, the Employer's plan currently in place.

Section 2 – If the employee resigns without providing the Employer with sixty (60) days prior written notice, or if the Employer terminates the employee's employment with just cause, then the employee agrees to pay the cost of a tail coverage policy ensuring against professional liability in the same amounts to insure against claims arising prior to any such termination and agrees to provide proof of such insurance reasonably acceptable to Employer.

ARTICLE 35
ENTIRE AGREEMENT

This Agreement is in lieu of all other contracts and sets forth the entire understanding and agreement of the parties with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties.

This Agreement may not be modified, amended or altered except by an instrument in writing executed by the parties hereto.

ARTICLE 36
SEPARABILITY AND SAVINGS

Section 1 - In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

Section 2 - In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provisions which may have been so declared invalid or void.

ARTICLE 37
DURATION OF AGREEMENT

This Agreement shall become effective midnight October 5, 2017 and shall remain in effect until 11:59 p.m. June 30, 2020 and from year to year thereafter, provided however, that should either party desire to terminate this Agreement or to modify any part hereof, it shall notify the other party in writing not less than sixty (60) days nor more than ninety (90) days prior to the end of said period, or the end of any subsequent yearly automatic renewal period, that the party giving such notice desires either to terminate the Agreement at the end of such period or to negotiate amendments or changes of the terms or provisions thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the date aforementioned.

Wyoming Valley
Certified Registered Nurse Anesthetist
Association/Pennsylvania Association
of Staff Nurses and Allied Professionals

North American Partners in
Anesthesia (Pennsylvania), LLC.

By [Signature]
[Signature]
Ann Bomboy
Annmarie Kucias
Cheryl Dries
Tony Mucavage

By [Signature: Leslie Russo]

Date 2/14/18

2/8/18
Date

**APPENDIX A
MINIMUM BASE HOURLY RATES**

	Effective	Effective	Effective	Effective
	7/01/16	7/01/17	7/01/18	7/01/19
< 1 year of experience	\$75.35	\$79.87	\$82.67	\$85.15
1-3 years of experience	\$80.10	\$84.90	\$87.87	\$90.51
4-7 years of experience	\$81.72	\$86.62	\$89.65	\$92.34
8-10 years of experience	\$82.59	\$87.55	\$90.61	\$93.33
10+ years of experience	\$85.88	\$91.03	\$94.22	\$97.05

APPENDIX B

NAPA-PA/PASNAP : GRIEVANCE Processing Form

Date: _____ Grievance #: _____

Name of Grievant(s) _____

Position _____ Shift _____ Phone _____

Statement of Grievance: *A description of the incident or action that is the subject of this grievance:*

Article(s) and Section(s) of the contract alleged to be violated:

Remedy Requested:

Signature of Grievant _____

Signature of Union Representative _____

First Step Response by (name) _____ Date _____

Appealed to Second Step by: _____ Date _____

Second Step Response by (name) _____ Date _____

SIDE LETTER OF AGREEMENT

Notwithstanding the provisions of Article 24, Section 1, effective upon ratification and each year of this Agreement, CRNA Nancy Dines shall receive thirty-five (35) days paid time off, at her hourly rate and including any/all differentials and premium pay to which she is entitled.


WV CRNAA/PASNAP


NAPA-PA

2/8/18
Date

2/14/18
Date

SIDE LETTER OF AGREEMENT

ARTICLE 28-MEDICAL PLAN

The parties agree that in the event the Employer has the opportunity to select a more cost effective comparable health plan with the exception to the comparability of an increased deductible, the parties will meet and negotiate the impact to the employees including but not limited to, the institution of and amount of contribution by the Employer to a Health Savings Account.


NAPA-PA

2/14/18
Date


WV CRNAA/PASNAP

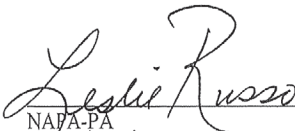
2/8/18
Date

SIDE LETTER OF AGREEMENT


ARTICLE 34-LIABILITY INSURANCE

If an employee resigns without providing the Employer with sixty (60) days prior written notice, the employee must pay the cost of a tail coverage policy ensuring against professional liability as set forth in Article 34, Section 2, unless:

- (1) the employee provides the Employer with written notice of resignation under circumstances in which the Employer previously issued written approval to the employee for a continuous leave of absence under the Employer's Family Medical Leave Act policy (the FMLA leave), for reasons related to the employee's inability to work due to the employee's own serious health condition; the FMLA leave commenced at least sixty (60) days prior to the written notice of resignation; and the FMLA leave is continuing on the date the employee submits written notice of resignation; or
- (2) the employee has retired from all practice and activity as a nurse engaged in the administration of anesthesia and the insurance carrier has provided the Employer with confirmation in writing that it has waived and/or forgiven the obligation to purchase tail coverage; or
- (3) the Employer has granted an exception in writing based on other compelling circumstances, as determined by the Employer in its sole discretion.



NAPA-PA
2/14/18
Date



WV CRNAA/PASNAP
2/8/18
Date

NOTES

**WYOMING VALLEY CERTIFIED REGISTERED NURSE ANESTHETIST
ASSOCIATION/PASNAP**

NEPA OFFICE
2007 Highway 315; Suite 203
Pittston, PA 18640
570-654-3770
570-654-3771 (fax)

WV CRNAA/PASNAP EXECUTIVE BOARD

John Dushanko, Jr. - President
Linda Wilk - Vice President
Nancy Dines – Secretary
Joanne Platko - Treasurer

PENNSYLVANIA ASSOCIATION OF STAFF NURSES & ALLIED PROFESSIONALS

PASNAP MAIN OFFICE
One Fayette Street; Suite 475
Conshohocken, PA 19428
610-567-2907
610-567-2915 (fax)

Patricia Eakin- President
Roben Schwartz-Vice President
Stanley Wielgopolski-Treasurer

Terry Marcavage-Staff Representative
(570) 362-0394

