

AGREEMENT

PREAMBLE

This Agreement made and entered into this 13th day of January 2020 by and between Geisinger-Community Medical Center (hereinafter referred to as GCMC or Hospital or Employer), whose principal address is 1800 Mulberry Street, Scranton, PA 18510 - and Pennsylvania Association of Staff Nurses & Allied Professionals (hereinafter referred to as PASNAP or the Union), whose principal address is One Fayette Street, Suite 475, Conshohocken, Pennsylvania 19428, acting herein on behalf of those registered nurses employed by Hospital who now or hereafter during the term of this Agreement are employed in positions at the Hospital which are in the bargaining unit described and set forth in Article 1, below. Said employees are hereinafter collectively designated and referred to in this Agreement as ("the employees").

ARTICLE 1 – RECOGNITION

Section 1 - The Employer hereby recognizes the Union as the exclusive collective bargaining representative of the employees included in the following job classifications:

INCLUDED:

All full-time, part-time and per diem Registered Nurses employed by Community Medical Center at its Scranton, Pennsylvania Hospital including Admissions RN, Appeals Coordinator, Cardiac Rehabilitation RN, Cardiac Catheterization Laboratory/Clinical Informatics Coordinator, Clinical Care Coordinator, Coordinator Lifecare, Coordinator Quality Improvement Specialist, Certified RN Anesthetist, Enterostomal Therapist, Graduate Nurse, Medical/Surgical Unit Coordinator, PRN Certified RN Anesthetist, PRN Registered Nurse, Quality Review RN Quality Improvement Specialist, Registered Nurses (including those employed in Group 'B' and 'C' classifications under the parties' Agreement dated August 14, 2007 in the following Nursing Units: Telemetry, OB/GYN, New Steps, Operating Room, Intensive Care and the Ambulatory PACU, but excluding those employed in Group 'A' classifications under that Agreement), RN First Assistant, RN-Non-benefited, RN Weekender Program, Staff Education Scheduling Coordinator, Trauma Case Coordinator, Trauma Registrar, Trauma Education Outreach Coordinator.

EXCLUDED:

All other employees, including Administrative Coordinator Nurse Anesthetist, Administrative Director Trauma Program, Behavioral Health RN Coordinator, Catheterization Laboratory Coordinator, Charge Monitor, Claims/Safety Specialist, Clinical Coordinator Nurse Anesthetist, Clinical Director, Clinical Informatics Coordinator, Clinical Leader, Director Clinical Informatics – Clinical Services Lines, Director Clinical Resources, Director Human Resources, Director of Nursing,

Director of Recruitment, Director Surgical Services, Director Women's & Children, Emergency Department Coordinators, EP Lab Coordinator, Infection Control RN, Manager Risk Management, NOR Diagnostic Coordinator, Nurse Manager, Nursing Supervisor, Occupational Health RN, Operating Room Coordinator, Pre-Admission Testing Coordinator/Nurse Practitioner, PRN Nursing Administrative Manager, Quality Improvement JCAHO Coordinator/Hospital Claims Loss Prevention, Quality Review RN Core Measures, Recruiter, Senior Financial Analyst, Unit Secretary, Vice President of Patient Care Services, guards and all other supervisors as defined in the Act; and also excluding any employees employed by any affiliated companies and/or business lines of Community Medical Center which were not included in the election in Case No. 4- RC-21274, such as but not limited to Medical Dimensions, Inc., Mountain View Care Center and Community Medical Care, Inc.

****If the Hospital returns the Quality Review RN Core Measures position to the Hospital they will be returned to the bargaining unit.**

Section 2 The term "employee" as used in this Agreement shall mean only those employees in the specific job classifications described in Section 1, above, or added under Section 3, below, as being "Included."

Section 3 The Employer will provide the Union with a copy of the job description for any new or materially modified bargaining unit job classification (position) where the Employer intends a new salary range to apply to that position. If the Union wants to meet and discuss with the Employer about the intended new salary range for that new/modified position, it will, within fourteen (14) calendar days after first being notified about the specific position and the intended salary range, request in writing to meet about the intended salary range with the Employer. If after a reasonable period of time, not to exceed ten (10) calendar days from the date of the Union's timely request to meet and discuss, the parties have not reached agreement on the salary range, the Employer may implement (or continue) the rate of pay it determined.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1 - Excepting only as specifically limited or abridged by express written provisions of this Agreement, the Hospital and its parent and related authority(ies) retain the full and exclusive right to manage the Hospital, including but not limited to the unlimited managerial rights and prerogatives at any time to: Direct, control and schedule all of the Hospital's operations and its work force, including all duties and functions of employees in the bargaining unit herein involved; Determine its organizational structure; Establish, maintain, revise or discontinue any Hospital operations, functions, programs and standards of service, including standards of quality, for any operation, function, program and service, and to determine or re-determine the location and schedule for performing such operation, function, program or service; Continue, expand, contract, relocate, discontinue (by closure, sale or otherwise) or sub-contract, in whole or in part, any operation, function, program, service or location, or transfer it to another division, department, unit or other location of the Hospital, whether or not covered by this Agreement, or to another entity; Determine the number and kinds of employees to be employed, including

Registered Nurses and supervisory employees, at any time within the Hospital or in any particular department, unit, floor, position, assignment or other category, and to increase or decrease that number as it sees fit at any time; Establish, change, combine or abolish job classifications and determine their qualifications; Hire, discipline or discharge, promote, demote or transfer employees, and relieve them from duty because of lack of work or other reasons; Maintain discipline, order and efficiency among its employees, including members of the bargaining unit herein involved; Establish, revise, maintain and enforce work standards, work rules and schedules; Introduce new work methods and change or eliminate existing ones even if doing so causes reductions to the working force; Determine at all times the work and duties of all employees and contractors, and hire or engage temporary or other non-bargaining unit employees as it determines necessary to perform any of its operations or services, including those performed by bargaining unit employees; Reorganize or combine any operations, with any consequent reduction or other changes to the working force; Determine the Hospital's overall budget and its budget for any specific department, function or program; and Make all decisions affecting the Hospital's business and carry out all lawful functions of management, whether or not specifically mentioned in this article or elsewhere in this Agreement, and whether or not previously exercised.

Section 2 - The foregoing statement of managerial rights and prerogatives indicates types of matters or rights which generally belong to management, but does not limit or preclude the exercise of other rights of management not expressed or delineated. Thus, the fact that any particular management right or prerogative is not stated or enumerated above, or that a management right or prerogative is not exercised by the Hospital for a period of time (or at all) in the past, does not constitute and shall not be deemed or construed as a waiver of that managerial right or prerogative, and the Hospital shall be entitled to exercise that right when and as it determines.

Section 3 - In any dispute over the Hospital's exercise of its managerial rights or prerogatives retained under this Article, the standard to be applied by any arbitrator in reviewing such an exercise shall be determination by clear and convincing evidence that such exercise exceeded the Hospital's authority under this article. Unless that burden is met, the Hospital's actions will not be disturbed.

Section 4 – The Hospital will, at least fourteen (14) calendar days in advance when possible, provide the Union copies of any new or revised policy or rule applicable to bargaining unit employees which affects a term of condition of employment that is a subject of this Agreement; provided that a new or revised policy by the Hospital shall not contradict or violate the express written provisions of this Agreement. If, within ten (10) calendar days after its receipt of said policy or rule, the Union requests to meet with the Hospital to discuss it, the Hospital shall provide the Union with one or more 'meet and discuss' dates that are within ten (10) calendar days from its receipt of that timely request. The Union shall act promptly and diligently with regard to any 'meet and discuss'; under no circumstances shall the 'meet and discuss' process become protracted or excessive. The number of meetings held shall not exceed three and the number of days to conclude "meet and discuss" discussions, from date the notice is first sent by the Hospital, shall not exceed twenty-one (21) days except by mutual agreement.

ARTICLE 3 – NO STRIKE/NO LOCKOUT

Section 1 - During the life of this Agreement and any agreed-upon extension hereof, the Union, for itself and on behalf of its officers, agents and the employees covered by this Agreement, agrees that neither it nor they will directly or indirectly authorize, cause, encourage, assist, condone, sanction or take part in any way in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage, failure to work or interruption or delay of work, or boycott, whether of a primary or secondary nature, nor will it/they engage in any other activity which in any way interferes with the operations or services of the Employer (defined for purposes of this Article to mean and include the Hospital, its parent(s), affiliates or subsidiaries).

Section 2 - The Employer will not implement any lockout of bargaining unit employees during the term of this Agreement. The term “lockout” is defined under this Agreement to mean the Employer’s withholding of work from bargaining unit employees for the explicit purpose of obtaining concessions from them with respect to their wages, hours, or working conditions, but it is specifically recognized and agreed that any layoff, reduction in force (including a downsizing or rightsizing), temporary or permanent closing of or transfer of the work of any facility, department or other unit or discontinuance of any Hospital function or operation determined necessary by the Employer, including if precipitated by or the consequence of a labor dispute, shall not be deemed or treated as a lockout.

Section 3 - The Employer has the absolute right to determine and impose discipline, including discharge, on any employee who engages in any conduct violative of Section 1, above, and its disciplinary determinations shall not be reversed or modified by an arbitrator if he/she finds that that the subject employee did, in fact, participate in any violative conduct.

Section 4 - The Employer shall be entitled to seek an injunction for any alleged violation of this Article.

Section 5 – The Union shall, immediately upon, but in no case no more than twenty- four (24) hours after, being informed by the Employer or learning independently of the commission of, or the intention by any bargaining unit employee or others to engage in, any strike, work stoppage or other conduct prohibited by Section 1, above, take at least all of the following actions:

- i. Notify the Employer in writing that such conduct and/or activities by the employees or others has not in any way been called or sanctioned by the Union, with a copy of such notification posted on all of the Union’s bulletin boards at the Hospital; and ii.)
- ii. Notify all bargaining unit employees by making direct personal contact with them and by posting notices outside and inside the Hospital (*the Hospital may designate special locations there*), at the Union’s offices and at other locations determined appropriate or necessary that the Union completely disapproves of and disavows such conduct or action(s), and instruct them to immediately cease and desist from any and all prohibited conduct; and
- iii. Take any and all other actions possible (i) to advise any others who have joined in such prohibited conduct to immediately cease and desist from same, and (ii) to prevent any

other member, officer, representative and/or employee, individually and collectively, from further engagement in the same or any other such activities and/or conduct.

ARTICLE 4 - HOURS OF WORK and OVERTIME

Section 1 - Due to the intrinsic nature of its providing important and necessary services and treatments, many of the Hospital's departments and units operate on a twenty-four (24) hour per day, seven (7) day per week basis. The Hospital may determine that it needs to vary shifts, start times and durations from time to time. If so, once the need to make changes in shifts, start times and/or shift durations is definitely determined by the Hospital, it will promptly attempt to notify any affected employees.

- a. Where such change(s) are temporary and do not impact an entire department or unit or shift, and where determined feasible by the Hospital, it will first make the changed hours or shift(s) available to fully qualified volunteers in the affected department(s)/unit(s) so long as doing so will not, in the Hospital's reasoned judgment, negatively impact on the overall needs or quality of care of the affected department(s)/unit(s) nor cause the employee(s) who would volunteer, or others, to work overtime that would not otherwise have been necessary. If there are no fully qualified volunteers, then the Hospital will assign such shifts to the least senior fully qualified employee(s); subsequent assignments will then be made on a rotating basis, i.e. to the second least senior fully qualified employee(s), and so on.
- b. In the event the Hospital determines the need to permanently change the shift hours of all members in an entire department, unit and/or shift, it will make the changed hours or shift (s) available to fully qualified volunteers. In the absence of sufficient volunteers in the affected department or unit the least senior employee will fill the remaining available shift. If such changes result in a decrease or elimination of available hours, Article 13, Section 4 shall apply.

Section 2 – The work day is defined as a twenty-four (24) hour period beginning at 12:00 A.M. The payroll period is the period beginning at 12:00 A.M. on Sunday and continuing for two-weeks until 11:59 PM on Saturday.

Section 3 (a) - An employee is a full-time employee (.875 to 1.0 FTE) if she/he was hired to be full-time, and is normally and regularly scheduled to work either (i) at least thirty- five (35) hours per week, or (ii) at least seventy (70) hours in a bi-weekly pay period.

(b) - An employee is a part-time employee (0.5 to .874 FTE) if she/he was hired to work a regular part-time schedule, and thus is normally and regularly scheduled to work on a regular part-time schedule at least forty (40) hours (0.5 FTE) but less than seventy (70) hours per bi-weekly pay period. The actual work schedule of the regular part-time employee will be determined by the Hospital for any pay period based upon its needs.

(c) – Per diem employees are employees who do not have set or regular weekly or bi-weekly hours or work schedules, and are hired by the Employer to supplement its regular workforce as it determines necessary. To qualify and continue to qualify as a per diem employee under this Agreement one must work per Geisinger Policy 627 herein as Appendix C.

The policy as per Appendix C will apply to all bargaining unit employees hired or transferred into

a RN Bargaining Unit per diem position on or after January 5, 2015. All current per diem employees hired prior to January 5, 2015 will be grandfathered and continue to abide by the provisions outlined in the previous collective bargaining agreement as defined under (d) below so long as they remain in their current per diem position:

(d) Per diem employees are employees who do not have set or regular weekly or by-weekly hours or work schedules, and are hired by the Employer to supplement its regular workforce as it determines necessary. To qualify and continue to qualify as a per diem employee under this Agreement one must work, on a regular and continuing basis, at least fifty-two (52) hours per calendar quarter.

(e) An introductory employee is as defined in Article 5, "Introductory Period".

Section 4 – Meals and Break Periods. An employee scheduled to work a shift in excess of four (4) hours has a thirty (30) minute unpaid meal break built-in, (i.e. the eight (8) hour shift employee is thus scheduled to be present in the Hospital for a total of eight and one-half (8½) hours (exclusive of any additional time worked before or after her/his regular scheduled shift), the ten (10) hour shift employee is scheduled to be present in the Hospital for a total of ten and one-half (10½) hours (exclusive of additional time before or after her/his regular scheduled shift), and the twelve (12) hour shift employee is scheduled to be present in the Hospital for a total of twelve and one-half (12½) hours (exclusive of additional time before or after her/his regular scheduled shift). The unpaid meal break is automatically deducted from the employee's scheduled paid work time, subject to manual override if she/he works during the scheduled meal break and it is not replaced during that shift.

Full-time and part-time employees are eligible for one ten (10) minute break period [paid] for every four (4) hours of work.

Section 5 – An employee is only permitted to combine break and/or meal periods with the explicit advance approval to do so of her/his Unit Manager, and in accordance with then-applicable Hospital policies. Employees are strictly prohibited from unilaterally combining break or rest or meal periods, or designating their time out of the Unit as such, after-the-fact.

Section 6 - (a) Full-time employees who normally and regularly work a schedule based on forty (40) hours per work week, non-exempt (hourly) part-time employees, any exempt employees and per diem employees who normally and regularly work a portion of a forty (40) hours work week, will be paid time and one-half (1 ½ x) their regular straight-time hourly rate for actual time worked in excess of forty (40) productive hours in that work week.

(b) Full-time employees who normally and regularly work a schedule based on eighty (80) hour per bi-weekly pay period, any non-exempt (hourly) part-time employees, any exempt employees and per diem employees who normally and regularly work based on an 8/80 work schedule, will be paid time and one-half (1 ½ x) their regular hourly rate for actual time worked in excess of eight (8) hours in a work day or eighty (80) productive hours in the pay period.

(c) Overtime rates will be calculated in accordance with Federal and State Laws.

(d) Paid rest breaks are considered time worked for purposes of determining eligibility for overtime pay under this section.

Section 7 (a) An employee must first obtain approval from her/his Department Manager or her/his Designee prior to working any overtime. Where emergency circumstances make this impossible, and if the employee cannot then obtain timely approval from an alternate supervisor or manager with authority, the employee will obtain such approval as soon thereafter as possible. An employee may also, with prior supervisory approval, arrange to switch shifts with another bargaining unit RN from her/his Unit so long as (i) the RN who works, upon the switch, is fully qualified to immediately perform all the duties of the position; and (ii) any such switch shall not cause overtime for either employee. Where voluntary overtime is assigned by the Hospital, such assignments will, when practicable, continue to be made on a reasonably equitable basis (recognizing that emergent/exigent situations which require immediate decisions may vary the application of this principle) so that all fully qualified employees have reasonably comparable overtime opportunity over time, and also so that individual employees are not singled out for constant overtime assignments.

(b) The Hospital agrees to comply with Act 102, Pennsylvania's ban on mandatory overtime.

Section 8 - There shall be no pyramiding of overtime and/or holiday premium pay.

Section 9 - Weekend Work. Employees will not normally be scheduled (i.e. scheduled on a regular basis) to work more than every other weekend, unless the employee was hired to work more weekends or accepts a position requiring a greater number of weekend shifts; however, an employee who calls off on a scheduled weekend on which she/he was scheduled to work will be required to make up that weekend (the time missed, in full shift increments) shift in the next sixty (60) calendar days of the yet to be posted schedule on their regularly scheduled shift hours, recognizing that the result is necessarily that she/he will then be scheduled to work on consecutive weekends. An employee may switch her/his weekend duty with another employee who is fully qualified to immediately perform all the duties of the position so long as the supervisor in charge of the Unit or department approves of the change in advance and the switch will not cause overtime for either employee.

ARTICLE 5 - INTRODUCTORY PERIOD

Section 1 – Individuals newly hired to be bargaining unit employees (full-time, part-time, per diem) shall be considered introductory for a period of one hundred eighty (180) calendar days of continuous active employment from the date of hire into a position in the bargaining unit, excluding time not worked due to the introductory employee's absence during her/his introductory period, regardless of reason. Graduate nurses shall be considered introductory for a period of one hundred eighty (180) calendar days of continuous active employment from the date of licensure, excluding time not worked due to their absence during that introductory period,

regardless of reason.

Section 2 - At any time throughout the duration of an individual's introductory period, the Employer may assign, transfer, discipline, lay off, reassign, discharge or take other, comparable action with such employee at will, as it solely determines, and any such action by the Employer shall not be subject to the Grievance and Arbitration provisions of this Agreement. The Employer will make every effort to provide written notice of discharge at least one (1) week before the end of the introductory period.

ARTICLE 6 – DISCIPLINE AND TERMINATION

Section 1 - The Employer shall have the right to maintain discipline and efficiency and may terminate, suspend or discipline any employee for just cause.

Section 2 - Progressive disciplinary records are disregarded after one (1) year provided there have been no other infractions of a similar type within that time frame. All other disciplinary records shall be disregarded after two (2) years following the disciplinary action provided there have been no other infractions of a similar type within that time frame.

Section 3 – An employee who is requested to attend a disciplinary meeting or a meeting investigating the conduct of the employee, which could reasonable be believed to lead to discipline, may have his or delegate and/or Union representative present during the meeting, unless immediate action must be taken, and the delegate and/or Union Representative is not available. The Union and the Hospital agree to comply with “Weingarten Rules” under the National Labor Relations Act.

A union officer will be informed and present at all discipline meetings that could result in a termination.

Time spent by employee/Union representatives in such disciplinary interviews shall be uncompensated, no matter when done, unless it falls within the narrow exceptions set forth in Article 11, Section 4 of this Agreement.

Section 4 - The Employer will notify the Union in writing of any termination or suspension by faxing notice of such termination or suspension to PASNAP's main office within two (2) working days from the date of termination or suspension (not counting that date). The notice shall be considered given by the Employer, and received by the Union, on the date faxed.

Section 5 - If the Union desires to contest the termination or suspension, it shall give written notice thereof to the Employer no later than fourteen (14) calendar days from the date of the Employer faxing the notice of termination or suspension to its office. In such an event, the dispute shall be submitted and determined under the Grievance and Arbitration provisions hereinafter set forth, however, commencing at Step 2 of the Grievance Procedure.

Section 6 - If the termination of an employee results from conduct relating to a patient or a visitor and the patient or visitor does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or visitor to appear as prejudicial.

Section 7 - The term "patient" for the purpose of this Agreement shall include those seeking health care services as well as those already admitted. A "visitor" shall include anyone accompanying a patient, visiting a patient or engaged in business with the System.

Section 8 - Working days shall exclude Saturdays, Sundays and contract holidays.

Section 9 - Both the Union and the Employer agree that a drug-free workplace should be maintained. In furtherance of this, it is agreed that the Employer retains the right to require employees to undergo substance testing in accordance with its policies and procedures under the following circumstances:

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

ARTICLE 7 - UNION BUSINESS / VISITATION

Section 1 - The Union Staff Representatives who have contract administration responsibilities for this Agreement, who shall be identified in writing in advance by the Union, shall have reasonable access to specifically designated locations for the sole purpose of administering this Agreement, namely to attend grievance meetings and meeting with the Hospital or with bargaining unit employees as permitted hereunder; provided that at least twenty-four (24) hours (reduced to as little as two (2) hours if the visitation is for an emergency or legitimately exigent situation) before seeking or making any visitation at the Hospital (excluding Saturdays, Sundays and days recognized under this Agreement as contract holidays) a duly designated Union Staff Representative shall inform the Hospital's Director of Human Resources or her/his designee by email, fax or telephone call of the fact of, and the proposed timing of, his/her intended visit and its general nature. The Director of Human Resources or her/his designee will then assign a meeting room for the use of the Union's Staff Representative for a reasonable period of time commensurate with the purpose of the visit, provided the Hospital concurs it is an appropriate reason for visitation hereunder.

Section 2 - Conducting of Union business shall never, under any circumstances, interfere with the Hospital's operations or delivery of patient care services in any way.

Section 3 - The Hospital will make every effort to provide a private space in such cases when union representatives are meeting with members in connection with discipline, grievances, or investigatory meetings for potential discipline when such requests to do so are made to the AVP or her/his designee by the Union.

Section 4 - Employees who have been officially designated by the Union in writing as its employee delegates/representatives will, whenever possible, perform their contract administration ('Union business') responsibilities for this Agreement on their own, and any other involved employees' own, non-work time, such as lunch or non-paid break times. That is and shall be the norm. However the Hospital will, subject to patient care and scheduling demands, grant such a designated employee delegate/representative of the Union reasonable time away from her/his job in order to perform her/his contract administration responsibilities, in accordance with and as limited by Article 11 of this Agreement, provided that such time away shall not be granted if, in the opinion of the Unit or Department Manager, it would likely result in any diminution of patient care or operational problems or dysfunctions.

Section 5 - Employee Union delegates/representatives seeking to be excused from her/his work area for contract administration reasons, including but not limited to grievance filing or processing (whether as a delegate/representative or as a grievant), must request same from their immediate supervisor (e.g. Unit or department head) as soon as practicable under the circumstances and must receive direct and clear authorization to do so from that Unit or department head (or other appropriate supervisory authority). Any other employee involved in the meeting must likewise receive similar permission from her/his own Unit or department. If the Union delegate indicates the need to go to a department other than the one in which she/he works, she/he must also receive permission from the department head of that department before entering. The exercise of rights by an employee Union delegate/representative under this Agreement shall not be permitted, nor continue if begun, if it diminishes patient care or interferes in any way with the operations of the Hospital.

Section 6 - Any 'Union business' time spent by an employee will either be compensated by use of the bank of time referenced in Article 11, Section 4, if any is then available, or it shall be uncompensated.

Section 7 - Union business meetings shall at all times be held off Hospital premises, not on Hospital premises.

Section 8 - The Hospital shall inform each new employee and/or transferring system employee of the contractual relationship between the Hospital and the Union.

Section 9 - During the period of a newly hired and/or transferring system RN's orientation to the Hospital, the Hospital shall provide one (1) Hospital bargaining unit employee who is an officer or official of the Union with the opportunity to have fifteen (15) minutes uncompensated time, at a time determined by the Hospital, to inform the orientee about union membership upon completion of probation. Such time shall be scheduled with the orientee(s) no later than two weeks from the date of hire or transfer.

ARTICLE 8 – UNION MEMBERSHIP / UNION DUES CHECKOFF

A. Maintenance of Membership

Section 1 - No employee hired prior to the effective date of this agreement who has opted out of the union or elected fair share is required to join or become a member of the Union as a condition of continued employment with the Hospital, including to work in a job in the bargaining unit.

Section 2 – All employees hired by the Employer after the effective date of this Agreement shall become members of the Union no later than the 30th day following the start of their employment with the Employer, and shall remain members in good standing over the full duration of the Agreement, unless they resign pursuant to Section 3 below.

All employees hired by the Employer after the effective date of this Agreement who elect not to be a member of the Union shall, as a condition of employment, be required to pay a “fair share” fee consistent with NLRB and court decisions and shall be informed of this option by the Union in accordance with the NLRB guidance , unless they resign pursuant to Section 3 below.

Section 3 – All employees who are members of the Union may resign their membership during the period of ten (10) days prior to the expiration of this Agreement by providing written notice to the Union. The employee will be notified of this option through a communication mutually agreed upon by the parties. When the Union notifies the employer of an employee’s resignation of membership, the Employer will cease deducting dues or fair share fees in accordance with Article 8, B.

Section 4 – For purposes of this Article, an employee shall be considered a member of the Union in good standing if she/he timely tenders her/his regular periodic union dues.

B. Dues Checkoff

Section 1 – The Employer shall, upon its receipt of a written authorization to do so by an employee who is covered by this Agreement and has become a member under A, above, on or after the date of this Agreement, deduct dues payable to the Union (PASNAP) from the employee’s bi-weekly pay at the dues rate established by the Union and provided in writing to the Employer’s Director of Human Resources or her/his designee. Deductions for an employee under this Article shall not start earlier than the first pay period following the completion of the employee’s introductory period. No other deductions shall be made from an employee’s pay for Union-related reasons. The Employer will forward the amount so deducted from bargaining unit employees’ pay as regular Union dues to PASNAP’s designee within twenty-one (21) days from its collection of same, together with a list of those bargaining unit employees whose dues have been included in the remittance.

Section 2 - The Employer shall not make any dues deductions of any kind or in any amount whatsoever from any employee who did not receive net wages during that pay period equal to the full requisite checkoff deduction amount; nor will it add prior unmade or uncollected checkoff amounts to the checkoff deductions it makes for the current pay period unless specifically authorized in writing to do so by the employee (signed and dated), but in any case not if doing so would violate or in any way contravene the provisions set forth in Section 3 below.

Section 3 - The Employer shall be relieved from making all “checkoff” deductions from the pay of an employee who had previously authorized them upon the employee’s (a) termination of employment; or (b) transfer to a job outside the bargaining unit; or (c) layoff from work; or (d) going on an authorized unpaid leave of absence, or (e) revocation of the checkoff authorization at any time during the term of this Agreement. 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 4 - It is specifically agreed that the provisions of this Article do not operate to create any financial obligations or liabilities whatsoever for the Employer, other than its obligation under Section 1, above, to forward to the Union the amount it deducts from bargaining unit employees’ pay as regular Union dues. Moreover, the Union specifically agrees to fully indemnify and hold completely harmless the Employer from any and all claims, actions, proceedings, awards, or damages of any kind assessed against the Employer arising from the Employer’s deductions of or efforts to deduct monies from employees’ pay for Union dues to provide to the Union. Once any funds are deducted from an employee’s pay and forwarded to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5 – Each month, beginning with the third full calendar month after the date this Agreement actually commences, the Employer shall transmit electronically to the Union the following information concerning bargaining unit employees that first occurred in the preceding month: new hires, transfers, terminations, leaves of absence and changes in position, FTE status and gross wages for each employee. The Employer shall also provide the Union with an updated bargaining unit seniority list semi- annually.

Section 6 - The Union will have no claim whatsoever, monetary or otherwise, against the Employer by reason of the Employer’s failure to perform (at all or only partially) under this Article due to administrative or technical error. If, however, the Employer agrees that it has committed such an error, it shall correct it by the next payday once brought to the Employer’s attention.

Section 7 - Employee(s) may voluntarily elect to contribute to the PASNAP political action fund and have such amount deducted from their pay. The Employee(s) desiring to make such a deduction must provide a written authorization on the form agreed upon by the Hospital and the Union for this purpose. Such Authorizations shall be provided to the Hospital by the designated Union representative and the deductions will become effective in the next succeeding pay period following submission.

The amount to be deducted will be designated by the employee(s) and be uniform from pay period to pay period. Such deductions will be forwarded to PASNAP on a monthly basis. The payment will be accompanied by a list of the employee(s) for whom deductions have been made and the amount of their deductions. The deductions and payment therefore will be separate from dues deductions.

Employees may revoke their authorization for PASNAP political action fund deductions as outlined on their authorization card. Such notice of revocation shall be provided to the Hospital's Director of Human Resources or his/her designee with a copy to the Union.

ARTICLE 9 – NON-DISCRIMINATION

Section 1 - Neither the Hospital nor the Union will discriminate against any employee in any matter relating to her/his employment because of her/his race, color, creed, national origin, sex, marital status or disability or membership or activity for or on behalf of, or not for or on behalf of, the Union. However, nothing in this section shall be construed to permit activities which interfere with the operations of the Employer or violate this Agreement.

Section 2 (a) If the employee also has a statutory cause of action available to her/him for the discrimination she/has alleged and if she/he either has filed, at any time before commencing her/his grievance or arbitration for the alleged discrimination, or does file, at any time while that grievance or arbitration is still pending, an administrative action or lawsuit arising in whole or in part out of or relating in whole or in part to the same or substantially the same underlying facts and issue(s) as that pending grievance/arbitration, then that pending grievance/arbitration shall no longer be maintained, and shall, automatically and without exception, be immediately dismissed with prejudice by the parties and, if applicable, by the arbitrator effective as of the date of the employee's filing of the administrative action or lawsuit. If the Union for any reason resists the dismissal of the grievance/arbitration it shall be fully liable for all costs incurred by the Employer in defending it.

(b) The parties intend strict construction and application of the above section in order to prevent and/or eliminate continued utilization of or access to the Grievance and/or Arbitration provisions of this Agreement where another litigation deals with the underlying discrimination claim or issue(s).

Section 3 - The parties agree that provisions of this collective bargaining agreement may be superseded because of the need to comply with provisions of the American with Disabilities Act (ADA). Upon request, the Hospital will meet and discuss with the Union any such actions taken in an attempt to comply with the ADA.

ARTICLE 10 – PERSONNEL RECORDS

Section 1 - Employees and/or their designated representative shall have access to their own personnel files by appointment with the Human Resources Department, at reasonable times during its normal business hours and in accordance with the Hospital's policy on Personnel Records access. Employees and their representatives shall be permitted to take notes of items in the file but shall not remove any item or make copies of any item in the file. An employee who, pursuant to the arbitration provision in this Agreement (Article 12), is arbitrating a disciplinary action taken against her/him may make a copy of any relevant prior discipline and other

documents in her/his personnel file which are relevant to her/his preparation for, and presentation at, the upcoming arbitration hearing.

Section 2 - Employees may grieve their evaluations only based on a good faith claim of discrimination under this Agreement. Otherwise, an employee may make written comments and cause them to be placed in her/his personnel file in response to discipline or her/his most recent performance evaluation so long as such comments (i) are made in writing by her/his own hand and signed by her/him; and (ii) are submitted to the Employer's Human Resources Department within five (5) calendar days from the date he/she was first informed of the discipline or performance evaluation. Inappropriate employee comments in response to her/his evaluation, i.e. comments which are vulgar, obscene or defamatory, shall not be placed in the employee's file. An employee who has made a written comment about his/her discipline under this provision, but who has not actually grieved it, cannot thereafter directly or indirectly challenge that evaluation, including in a subsequent grievance/arbitration proceeding.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1 - A grievance shall be defined as a claim of an employee covered by this Agreement, or by the Union on behalf of one or more employees covered by this Agreement, during its term, which involves the interpretation of, administration of, or compliance with a specific written provision of this Agreement.

Section 2 - Prior to the filing of a written grievance, nothing contained in this Article shall prevent any employee with or without a Union representative from informally (including verbally, if she/he prefers) presenting and resolving her/his underlying problem, including any claimed contract violation under Section 1, above. In the event a matter raised by an employee as an alleged contract violation is not resolved informally, the employee and/or a Union representative may present a formal written grievance in accordance with Sections 3 and 5, below.

Section 3 - All grievances must be submitted to the Employer in writing, on the grievance form attached hereto as Appendix 'A', or as hereafter modified by mutual agreement of the parties, within fourteen (14) calendar days after the event or events giving rise to the grievance first occurred or within fourteen (14) calendar days after those events reasonably first should have been known.

Section 4 – (A) Subject to staffing and patient care needs, employees officially authorized as Union representatives (“employee/Union representatives”) may, solely for the purposes of investigating and processing grievances, collectively (cumulative for all employee/Union representatives) draw on a total bank of one hundred (100) hours per calendar year, of which up to four (4) hours may be used in any one work week. This amount shall be pro-rated in the first year of this Agreement if it does not actually commence on January 1 of a calendar year, notwithstanding the existence of this bank, (i) an employee/Union representative must always first obtain express permission from her/his supervisor in order to leave her/his work to investigate and/or process a grievance, upon proffering to her/his supervisor the true reason

she/he wants to leave her/his work, and (ii) the employee/Union representative must always swipe her/his time card in and out when she/he leaves her/his work to investigate and/or process a grievance,. The employee pre-authorized by her/his supervisor to leave her/his work for that purpose will be paid for the work time (but not non- work time, including meal time) she/he missed due to her/his grievance investigation and/or processing up to the amount authorized, and in any case not to exceed the limits set above. The Employer will designate a code or make an adjustment to its timekeeping system to record and pay for work time for which an employee/union representative swiped out but is to be paid because it was pre-authorized grievance investigation and/or processingtime.

(B) Other than time properly utilized by an employee/Union representative from the one hundred (100) hour bank, all time spent by an employee/Union representative investigating and/or processing a grievance will be on his/her own non-work, and therefore uncompensated, time which shall be either before or after her/his work hours. Any employee(s) with whom the employee/Union representative is meeting - including a Grievant or potential Grievant - must be on her/his non-work time. The sole exceptions to the requirement that the employee/Union representative be on her/his own time shall be: (i) time expressly utilized from the employee/Union representatives' one hundred (100) hour bank referenced in subsection (A), above, and accessed in accordance with the provisions of (A), above; and (ii) if she/he is summoned to represent an employee faced with an immediate "on the spot" suspension or termination (Weingarten), in which case, *provided she/has first obtained express permission from her/his supervisor* upon proffering the true reason she/he wants to leave work, she/he may meet on her/his work time, normally not to exceed one (1) hour, with the affected employee and/or prepare and file a grievance related to that employee's suspension/termination; and (ii) also provided that the employee/Union representative shall immediately return to her/his work, as scheduled, immediately upon conclusion of that investigation or meeting. If the employee/Union representative's supervisor is unavailable at that time she/he is seeking to leave work for an emergent reason as described above, then she/he must obtain permission on the same basis from another manager or supervisor whom she/he knows to have appropriate supervisory authority to deal with her/his request.

Section 5 - Grievances shall be processed in the following manner:

Step 1: Grievances shall be presented, in writing, first to the employee's immediate supervisor or his/her designee. Such grievances must identify 1) a brief but complete description of the incident or action that is the subject of the grievance ("What occurred that is being grieved"); 2) the first date of that incident or action ("When did it first occur") and the dates of any subsequent occurrences, if known; 3) all contract clause(s) alleged to have been violated ("What contract articles/sections were violated"); and 4) the relief requested ("What does the Grievant want to happen"). Such grievances shall be signed by an authorized Union representative. Discussion about a conforming grievance between the Grievant and, if she/he wants, her/his authorized Union representative [one] and the immediate supervisor shall be held within ten (10) calendar days of receipt of the grievance. The written answer of the employee's supervisor or

his/her designee shall be sent to the Grievant and, if applicable, the union representative within seven (7) days of the Step 1 discussion. If the problem is not mutually resolved at this first step, the Union can advance the grievance by presenting it in writing to the Employer as set forth in Step 2.

Step 2: If a Grievant who filed a timely filed grievance under Step 1 is not satisfied with the Hospital's answer at Step 1 and she/he wishes to proceed with her/his grievance, then she/he or her/his Union representative must next present it in writing to the Assistant Vice President of Nursing (AVP) or her/his designee within seven (7) calendar days of the date the Hospital's Step 1 answer was given to her/him and/or to the Union. Any discussion of the grievance with the AVP/designee at Step 2 shall be held within ten (10) calendar days after receipt of the timely-filed Step 2 grievance appeal, although the AVP/designee reserves the right to not meet if she/he believes a meeting would not be purposive. In that case, the AVP/designee will simply answer the grievance at Step 2 in writing. The AVP's/designee's written answer at Step 2 shall be faxed or e-mailed to the Union within seven (7) calendar days after a Step 2 meeting was held or notification by the AVP/designee that such a meeting was waived. If the problem is not mutually resolved at this second step, the Union can advance the grievance by presenting it in writing to the Employer as set forth in Step 3.

Step 3: If the Grievant who timely processed her/his grievance to Step 2 is not satisfied with the Hospital's answer or any resolution offered at that Step and she/he wishes to proceed with her/his grievance, then she/he or her/his Union representative must next present it in writing to the Director of Human Resources or her/his designee within seven (7) calendar days of the date the Hospital's Step 2 answer was given to her/him and/or to the Union. Any discussion of the grievance with the Director of Human Resource /designee at Step 3 shall be held within ten (10) calendar days after receipt of the timely-filed Step 3 grievance appeal, although the Director of Human Resource /designee reserves the right to not meet if she/he believes a meeting would not be purposive. In that case, the Director of Human Resource /designee will simply answer the grievance at Step 3 in writing. The Director of Human Resources'/designee's written answer at Step 3 shall be faxed or e-mailed to the Union seven (7) calendar days after a Step 3 meeting was held or notification by the Director of Human Resource/designee that such a meeting was waived.

Section 6 - Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties, which shall be in writing. Class action grievances, i.e., those involving three (3) or more employees and involving exactly the same facts, issues and circumstances, shall commence at Step 3. The time limits may be changed at any Step by the mutual consent of the parties, which shall be in writing. Failure by the Union or the grievant to comply with the requirements of grievance processing under this Agreement, including those relating to an arbitration demand, will close the grievance.

Section 7 - Any time limit imposed upon the handling of grievances shall commence on the date following the date of receipt.

Section 8 - If the Employer representative schedules one or more additional Management representatives to be present as actual participants at any Step in the grievance process (versus being present to offer factual information), the Union shall be entitled to an equal number of additional representatives provided doing so does not result in undue delay.

Section 9 - The Union shall at all times provide the Hospital (Director of Human Resources Officer and AVP for Patient Care Services) with written notice of the name(s), telephone numbers (office and cell) of all Union staff representative(s) designated by the Union to be involved with the grievance process under this Agreement, and shall thereafter provide written notice of any change thereto. The Hospital will, likewise, provide to the Union representative(s) the name and telephone numbers (office and cell) of its Director of Human Resources.

Section 10 - Any and all time spent by an employee/Union representative preparing or assisting in any way with the preparation or filing of a grievance, except as explicitly provided for and authorized under Section 4, above; all time spent preparing or assisting in any way with the preparation or filing of a Demand for Arbitration; and all time spent preparing for or attending an actual arbitration; shall, without exception, be on the employee/Union representative's own non-work, and therefore uncompensated time.

ARTICLE 12 – ARBITRATION

Section 1 - If no mutually satisfactory conclusion is reached at the conclusion of Step 3 of the Grievance Procedure, the Union, if it wishes to commence arbitration for that grievance, must do so by sending a Demand for Arbitration to the American Arbitration Association (AAA) in Philadelphia, PA within ten (10) calendar days after receipt of the Hospital's Step 3 answer, with a photocopy simultaneously faxed or e-mailed to the Employer's Director of Human Resources. The Demand for Arbitration shall identify the underlying grievance and shall attach a copy of it.

Notwithstanding the foregoing, once a Demand has been duly and timely filed, the parties may, by mutual agreement, in writing, bypass the AAA's usual procedures and mutually agree as amongst themselves on an arbitrator to hear and decide the case, and may also decide and agree as amongst themselves whether to initiate a case under expedited procedures available to parties under the AAA rules.

Neither party will be prejudiced for not agreeing to a request by the other party under this paragraph, nor will that fact be made known to the arbitrator who ultimately does hear the case.

Section 2 - Upon receipt of a timely filed Demand for Arbitration, the parties shall process the arbitration under AAA's then-applicable Labor Arbitration Rules, with arbitral selection accomplished through the procedure set forth in such Rules.

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 the Agreement and shall have no authority to add to, modify or change any of the provisions of this Agreement. The arbitrator's decision shall be final and binding, subject to any statutory appeal rights either party may have. Money damages, if any awarded, shall be strictly limited to a Grievant's proven applicable back pay, reduced by all compensation earned by the Grievant (e.g. wages or any other form of earned compensation for work or services, however categorized; unemployment and worker's compensation benefits; etc.) and for failure to mitigate.

Section 4 - The cost and the expense of the arbitrator and the hearing room shall be shared equally by the parties. All other expenses incurred by a party shall be borne by the party incurring them, and neither party shall be responsible for such costs incurred by the other.

If either party orders a court reporter it shall notify the other party. Each party will pay half the cost of the court reporter if both want the transcript. If one party does not want the transcript it shall not pay half the cost, but it is not then entitled to receive or have access to the transcript. One party's decision to not order a hearing transcript shall not in any way (a) preclude the other party from nonetheless seeking to have that transcript designated as the official record of the hearing, nor shall such a request be prejudiced by the other party's decision to not order it; or (b) prejudice or preclude the arbitrator from favorably deciding such a request, or even deciding to do so *sua sponte*.

Section 5 - No individual employee may institute an arbitration proceeding.

Section 6 - Any and all time spent by an employee/Union representative, including but not limited to meeting with the Grievant(s) or other employees and/or Union professionals in deciding whether to arbitrate; preparing or assisting in any way with the preparation of a Demand for Arbitration, preparing a grievance for Arbitration; or attending an actual arbitration; or for any other associated reason or purpose, shall, without exception, be on his/her own non-work, and therefore uncompensated, time.

ARTICLE 13 – SENIORITY

Section 1 – Definition

- (a) Hospital seniority is defined as all continuous full or part-time service with the Geisinger Health System including time worked at Geisinger Community Medical Center and its affiliates. Hospital seniority commences after completion of the employee's introductory period and is retroactive to the date of last hire with the System.
- (b) RN Hospital seniority is defined as all continuous full or part-time licensed RN service with the Geisinger Health System including time worked at Geisinger Community Medical Center and its affiliates. RN Hospital seniority commences upon receipt of RN licensure.

Section 2 – Accrual

- (a) Until April 1, 2020, eligible employees shall accrue Hospital seniority based on hours paid (including overtime hours) to a cumulative maximum of two thousand eighty (2080) hours per payroll calendar year. Seniority hours are posted on a per pay period basis. Any employee hired after 4/1/2020 would have a seniority date that matches their hire date regardless of status.
- (b) Employees will lose seniority and shall be considered a new employee if rehired after any of the following occurrences:
 - 1. Termination from GHS-Voluntary or involuntary;
 - 2. Retirement;
 - 3. Failure to return from an approved leave of absence.

Section 3- Application

- (a) System seniority shall apply (i) in instances where overall length of service with the System is a factor in determining an employee’s eligibility for a specific benefit (i.e. the amount of paid vacation an employee is eligible to earn; eligibility to participate in the Hospital’s retirement plan, provided all other applicable criteria are met).
- (b) System seniority shall also apply in all other instances where “seniority” is a factor in making employment decisions as between two or more budgeted employees, such as job bidding, transfers, layoffs, recall, temporary transfers, reassignments, shift and schedule changes, and to determine the order in which budgeted employees in the same unit or department will select paid time off, such as vacation time and personal days.

Section 4 - Reductions in Force and Layoff/Recall

- (a) If the Employer finds it necessary to reduce the number of employees in work area, it will identify the number and part-time or full-time status (“status”) of each position to be reduced in the work area.

Only full-time employees will be considered for the elimination for a full-time position. Only part-time employees will be considered for the elimination of a part-time position.

- (b) Temporary employees and introductory employees will be terminated first

within a work area if their position, title and status are affected by reduction in numbers within in their work area.

- (c) Where the Employer cannot show a substantial difference between individuals on performance, the employee with least seniority in the work area will be laid off.

Such laid off employees, at their option, may be placed in a vacant position within GCMC provided they have all the necessary skills, license, certification education, experience and ability to perform the duties of the position with only a normal orientation to the unit and its procedures.

If no vacancy exists in the bargaining unit, the employee may take the layoff or bump the least senior employee at GCMC provided they have all the necessary skills, license, certification education, experience and ability to perform the duties of the position with only a normal orientation to the unit and its procedures. Where a particular position requires a change in FTE status, shift, pay or other conditions, the would-be bumping employee must, as a condition of bumping into that position, accept and work under all of those conditions.

The Employer will be prepared to provide the Union documentation relative to any layoff decisions based upon performance. The Union will have the right to grieve such decisions.

- (d) An employee on layoff shall receive the cash equivalent of accrued vacation time.
- (e) The Employer will advise the Union of reductions in force three (3) week(s) prior to their occurrence. Alternatives to the reduction in force may be discussed.
- (f) When the Employer wishes to fill a vacancy when employees are in a recall status, the laid off employees who are capable of performing the duties of such positions with a reasonable orientation shall be recalled in inverse order of layoff. Recall rights will extend for the length of the employee's continuous service with GHS up to a maximum of one (1) year from the date the employee was laid off.
- (g) Employees who are otherwise qualified and who are to be laid off or who are on layoff will be given first consideration for all current vacancies within GCMC.
- (h) The Director of Human Resources or designee will notify the Union of any

significant negative impact on the job security of the members of the bargaining unit and will be willing to meet and discuss the impact. Examples of significant negative impact include reduction/elimination of patient services, a reduction in employee's budgeted FTE hours. An example of a non-significant impact is a reduction in the availability of overtime. The Director of Human Resources or designee will attempt to discuss such impact prior to public knowledge. The Employer shall provide the rationale for the decision and other information reasonably requested by the Union relevant to the decision. While retaining the right to implement the plan, the Employer agrees to consider the Union proposals to minimize the effects of the plan on the employment security of bargaining unit employees.

- (i) GCMC employees shall be entitled to severance benefits in accordance with GHS Policy 4.52, Work Force Adjustment Plan and Summary Plan Description.

Section 5 - Transfer, Job Posting and Bidding

- (a) Where a vacancy in a bargaining unit job occurs and the Employer decides to permanently fill the position, the Employer shall post a notice of such vacancy electronically to bargaining unit employees for a period of not less than seven (7) calendar days, excluding weekends and holidays, before the vacancy is filled. The notice shall include the classification and FTE status. Job descriptions shall be available in the Human Resources Department. 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.

A vacancy is defined as an opening in a budgeted bargaining unit position (full-time; part-time) – including classification, shift and category of employment - which the Employer has decided to fill. The Employer retains the discretion to not fill any position that is open or unfilled.

To be eligible for consideration, an employee must meet the minimum qualifications for the posted job and have a satisfactory work record in her/his present job, and she/he must file the necessary application to fill the posted vacancy during the posting period. The Employer may at any time disqualify any applicant who has less service in her/his current position than is required by then-applicable Hospital policy for bidding out of positions, but in no case will an applicant who is a current regular full-time or regular part-time bargaining unit employee be disqualified under this section if she/he has been actively and continuously employed for at least six (6) months in her/his current bargaining unit position and eighteen (18) months for CRNAs.

The Employer will select for the position the fully qualified applicant employed at GCMC it determines most qualified to perform the position,

based on comparative qualifications, skills, abilities, education and experience. Where the Employer determines that the comparative qualifications, skills, abilities education and experience as amongst multiple fully qualified applicants are substantially similar, then it will select the fully qualified applicant with the greatest amount of seniority. If the Employer determines that no applicant from GCMC is fully qualified for the position, the Employer may hire for it from outside GCMC.

- (b) Where a vacancy, as defined herein, becomes available on a particular unit, and a non introductory employee already regularly working in that same position and in that same unit, but on a different shift, or with a different complement of hours, desires to change to that vacant position, she/he shall be placed into it provided that will not mean a reduction of more than (8) regular scheduled work hours per week in her/his current regular weekly work complement. In the event more than one eligible and fully qualified employee requests the transfer, RN Hospital seniority shall prevail as between them.
- (c) When the Employer determines that it is necessary to permanently transfer employees within a particular classification to a different unit, department, shift, or schedule (i.e. in the event of longer-term or permanent overstaffing on a Unit; a Unit closure; change in the scope of service on a Unit; or upon a change in the care delivery model and skill mix on a Unit or a decrease in the budgeted census on a Unit necessitating a reduction in the number of RNs on that Unit) it shall first ask for volunteers. If more volunteers than positions are available, the transfer will be awarded to the volunteer with the greatest seniority. If an insufficient number of employees in that classification volunteer, the employee(s) with the least RN Hospital seniority will be permanently transferred. In either event, any employee must, as a prerequisite to being transferred, have the required skills, licenses, certifications, education, experience and abilities to perform all of the duties of the position at the required level with only normal orientation (as defined previously, in Section 6 (d)), to the particular unit/shift/schedule and its procedures.
- (d) In the event it becomes necessary to temporarily reassign employees from one unit/department/shift to another unit/department/shift, volunteers with the greatest seniority shall be transferred first. Should there be insufficient volunteers who have the required skills, licenses, certifications, education, experience and abilities to perform all of the duties of the position at the required level with only normal orientation (as defined in Section (d)), the Employer shall transfer employees as necessary, which may either be set or on a rotating basis deemed sensible by the Employer. When an employee has been temporarily transferred, the Employer shall return her/him to her/his former position (unit/department/shift) when it

determines there is no longer a need to maintain the transfer.

ARTICLE 14 – FLOATING

Section 1 - No employee shall be floated to a unit or department in which she/he does not, in the final opinion of Nursing Management, possess the necessary qualifications and/or certifications to perform the duties required by the Hospital for that unit or department after basic orientation to the unit, if necessary. Qualified volunteers will be accepted prior to any requirement to be floated. Beginning the first full pay period in July 2017, in the absence of volunteers and prior to any full time and/or part-time employee being floated, any/all qualified agency/contracted nursing personnel and then per diem bargaining unit employees shall be floated prior to any full time and/or part-time employees.

Upon a request promptly made by a nurse who receives a float assignment, before that assignment begins, the Nurse Manager or her/his designee will dialogue with the nurse about her/his reasonable questions or concerns about the assignment, but the final decision on the assignment shall solely and timely be made by the Nurse Manager or her/his designee. Where the Hospital determines that a situation nonetheless requires a nurse who has not yet been oriented to the Unit to be floated there, it will attempt to assign that nurse nursing duties which are less technical and/or which require less expertise.

An employee shall be floated only once per required shift to an area, except in emergency cases. Once floated to another unit or department, the floated employee shall not then be subsequently returned to their originally scheduled unit unless agreed upon by the employee, except in emergency cases. No floating shall occur after one (1) hour commencement of a shift. Orientees shall not be floated.

Section 2 - If the Hospital at any time determines it in the interest of patient care needs, it may commence, discontinue and/or recommence a nursing float team consisting of nurses whose regular assignment is floating as assigned.

ARTICLE 15 - LOW CENSUS STAFFING

Section 1 - Notwithstanding Article 13, "Seniority," the Employer retains the discretion to temporarily reduce staffing on a given unit and shift due to decreased census (or volume), subject to the following order of reassignment.

- (a) Temporary and agency staff who exceed contract hours
- (b) Temporary employees, and domestic agency personnel will be offered voluntary cancellation or reassignment as determined by the Employer.
- (c) Employees will have any scheduled overtime and extra shifts cancelled unless it is for less than four (4) hours;

- (d) Per diem employees will be cancelled or reassigned;
- (e) Volunteers;
- (f) The least senior (bargaining unit seniority) employee(s) shall, where feasible, be temporarily reassigned on a rotating basis, beginning with the lowest senior (bargaining unit seniority) employees to other units/departments within the Hospital or System where additional RN's are needed, provided the RN is fully qualified to perform the duties to be assigned to her/him in that other unit/department without or, if necessary with basic, orientation to the unit; and
- (g) if temporary reassignments as set forth in e, above, are not available and/or further reductions are needed, the Employer shall cancel on a rotating basis the least senior (bargaining unit seniority) employee(s) in the affected position/unit/department/shift, as applicable.
- (h) An employee may not be involuntarily cancelled low census on their regularly scheduled shifts greater than eight (8) hours of their shift within four (4) calendar weeks except as provided in Section 2 of this article.

Section 2 - Full-time and part-time employees scheduled to work on the affected unit/department/shift may request the day off on a rotating basis, in order of bargaining unit seniority. Such employees may apply any accrued paid time off except sick time or may take an unpaid absent day. The option for requesting time off shall be granted by bargaining unit seniority (highest to lowest) amongst employees on the affected unit/department/shift and in the work commitment category (full-time or part-time) from which the Employer determines it can accept the offer of the day off.

Section 3 - In any event, and irrespective of any employee's desire to transfer or be reassigned, or rotate off, the Employer shall always retain the number of fully qualified staff it determines it needs to perform the remaining work in the department/unit/shift/Hospital.

Section 4 - In the event of a cancellation of an employee's shift or hours, the Employer will, when reasonably possible under all of the circumstances, call the employee at least one and a half (1.5) hours before the start of the shift, except in cases of emergency. When an employee is first cancelled after reporting to work, she/he will be provided two (2) hours of work or pay.

ARTICLE 16 – SCHEDULING

Section 1 - The Employer will make every effort to post Unit work schedules covering four (4) consecutive weeks at least two (2) weeks in advance of the first week of that schedule. Posted work schedules shall not be altered by an employee without approval of the responsible Department or Unit Manager. The posted work schedule will not be altered by the Employer without the agreement of the employee involved unless such a change is determined necessary

by the responsible Unit or department manager or supervisor to meet operational needs under unforeseen exigent circumstances or to respond to emergencies. Whenever the Employer changes a posted schedule, the affected employee(s) shall be notified immediately. Call schedules in the OR will also be posted at least two (2) weeks in advance.

The provisions of this section shall not diminish the Employer's rights under Article 15, "Low Census Staffing."

Section 2 - The current practice of unit self-scheduling of certain units shall continue presuming the responsible Department or Unit Manager is satisfied that its continued utilization within that unit is successful. Unit self-scheduling may be expanded to additional units if so determined by Nursing Management. In all cases, submitted schedules must be approved by the department and/or unit manager and in adherence with the terms of this Agreement. The self-scheduling process, including the development of mock up schedules and on-call shifts shall be transparent to all the nurses on the unit and the allocation of both preferred and non-preferred shifts be distributed equally and without discrimination. Scheduling guidelines utilized by unit scheduling committees shall be reasonable, may not violate the terms of the Agreement and shall be publicly known to nurses on the unit. Existing practices to reimburse scheduling committee members for approved time spent developing the schedule shall continue for the duration of the Agreement.

Section 3 - Bargaining unit nurses may, with explicit prior supervisory approval, arrange to switch shifts with other fully qualified full-time or part-time nurses from that same Unit, provided that such switches shall not cause any employee to work overtime.

Section 4 – STAFFING: Each unit/department will have a charge nurse and the Hospital will make every effort to provide a free charge RN or a Charge RN with a reduced patient assignment contingent upon patient census and acuity, or except in bona fide emergency situations. Employees on limited and/or light duty shall not be counted as full duty staff when scheduling in any unit, floor or department.

Section 5 - Domestic agency shall not be scheduled to available shifts prior to the scheduling of full time, part-time and/or flex bargaining units nurses as part of their budgeted FTE. All hours will be scheduled in a fair and equitable manner on a rotational basis including international nurses.

Section 6 – All units will have staffing matrices available for their unit-based councils. Staffing related concerns from a particular unit may be presented for review, by that unit staff, at the next scheduled Staffing Committee meeting.

a. GCMC endeavors to follow the matrices established by GCMC for a particular unit but parties recognize that the adherence of these matrices on an isolated shift or portion of a shift can be affected by the availability of RNs and unexpected emergent events. In the event if circumstances that render the Hospital unable to adhere to the matrices it typically follows in a

particular work are for an insolated shift or portion of a shift, the Hospital will make reasonable efforts to bring the work area into alignment adherence with the matrix within a reasonable period of time.

b. Typically, in the event of such unforeseen emergent circumstances, the following procedure shall be followed: First, assigning float pool resources to the shift; second, call flex (per diem) status employees to work; third, offering voluntary hours to regularly scheduled employees (who are provided compensation incentives for voluntarily working such extra hours); and fourth, attempting to utilize agency staff.

c. The unit-based council along with the nursing staff have the autonomy to operationalize the charge-nurse assignment within the established staffing matrices.

d. The matrices shall include adequate coverage for breaks, lunches, and time off within the budgeted FTEs of the unit.

e. In the event of a dispute about implementation or utilization of the agreed upon matrices, the parties agree to the following process to review and resolve the matter:

1. The employee shall bring its claim that the Hospital is not following the matrices to the unit manager for explanation and collaborative resolution.
2. If the discussion with the unit manager does not resolve the dispute, the staff shall bring its claim to the next regularly scheduled staffing committee meeting as identified in the Article.

Section 7 - The Hospital will provide an individualized orientation program to all new Graduate/Registered Nurse hires. The Hospital will support each unit's Shared Governance Committee to outline parameters to assure a smooth transition into practice. This may include a decrease in assignment once orientation is complete, or other initiatives as determined by the respective shared governance practice council. A copy of the individualized program will be provided to the new nurse hires. The Shared Governance Council will work hand-in-hand with the leadership team within each department to assure the on-going success of novice nurses' entry into practice.

Employees on orientation may not be counted in the staffing matrix of a unit, floor and/or department.

Collaboratively, the orientee, educator, preceptor and nurse manager shall determine when the new hire shall be moved from the orientation program.

ARTICLE 17 – BULLETIN BOARDS

Section 1 - The Hospital shall provide the Union with two (2) glass encased bulletin boards

in the Hospital for its posting of official notices or bulletins relating to official Union business which the Union desires to bring to the attention of bargaining unit employees, such as meeting notices, internal union election notices and notices about other local union business. One bulletin board will be in a location designated by the Hospital on the Lower Level of the Hospital building, near the Employee Cafeteria; the second will be located on the Second Floor of the Hospital, across from the Cath Lab between the office doors currently marked as B221 and B222. Union notices or bulletins may only be posted at the Hospital on those bulletin boards, and not in any other location or place, either inside or outside the Hospital, and such postings may only be by the Union's authorized and designated officers and/or its outside business representative. Individual employees shall not have the right to post any union business-related notice, bulletin or other writing on the Union's bulletin board, or elsewhere at the Hospital's premises.

Section 2 - No notice, bulletin or other writing of any kind posted by or on behalf of the Union on one of its designated bulletin boards shall be inflammatory, derogatory, defamatory, scandalous or offensive. If the Hospital believes a notice to be in violation of the letter or spirit of that prohibition, it may require the Union to remove such material. If the Union fails to promptly comply or otherwise satisfy the Hospital on the issue it has raised, the Hospital may remove the material.

ARTICLE 18 – BEREAVEMENT LEAVE

Bereavement Leave is available to provide active employees with sufficient time to make arrangements for and/or pay proper respects in the event of a death.

a) Full-time active employees are eligible for up to three (3) days, calculated based on whether the employee works eight (8), ten (10), or twelve (12) hour shifts, to a maximum of twenty (24), thirty (30) or thirty-six (36) hours, respectively, of funeral leave for a death in the immediate family and up to one day (1) day [eight (8), ten (10) or twelve (12) hours] for the death of certain others persons.

b) Part-time active employees are eligible for up to one (1) day, calculated based on whether the employee works eight (8), ten (10), or twelve (12) hour shifts to a maximum of eight (8), ten (10), or twelve (12) hours, respectively, for a death of a person covered by Article 18 when the employee is scheduled to work the day of the funeral.

c) The "Immediate Family" is defined to include spouse, parents, stepmother, step father, grandmother, grandfather, mother-in-law, father-in-law, legal guardian, sister, brother, children, and grandchildren. A domestic partner is considered immediate family. Other individuals whose death would be covered under this Article are: Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt or the uncle; and of aunts and uncles of the employee's spouse. If the employee has a domestic partner, this "other persons" definition applies to the domestic partner's family as if they were defined as a spouse.

d) Bereavement leave is an excused paid absence at regular straight time pay.

e) To be eligible, the employee must attend the funeral or memorial service. Estate settling, reading of wills, etc., are not covered by this Article.

f) An employee not on leave of absence who would qualify for paid bereavement leave For regular work hours missed under the provisions of this Section 18.1 already receiving paid time off chargeable either to accrued Primary PTO, Extended PTO, personal days or compensatory time shall have such time off as applicable charged instead to paid bereavement leave, up to the limits allowed under the provisions of this Section 18.1. Additional time off if requested and approved shall be charged against employee's Primary PTO, available personal days or compensatory time before unpaid time off. The Employer will make its best efforts to work with employees to allow them to utilize PTO or unpaid time off to take additional time off in connection with the death if a family member.

g) An employee who works the night shift may choose to use the day before or day after.

ARTICLE 19 – JURY DUTY

Section 1 - A full-time and part-time benefits employee who has completed his/her introductory period and normally scheduled to work .5 FTE or more and is called to serve as a juror shall receive regular pay and shift differential, where applicable at their straight- time rate for time absent from work. When employees are excused from the jury obligation early, they should contact their supervisors and make every effort to return to work.

Section 2 - If an employee is subpoenaed as a witness for the Employer, her/his full salary shall be paid for the time spent as a witness and time spent in preparation for such service. If the employer schedules the employee to appear for testimony on a day(s) in court, the employee shall be paid for the day(s) without being required to work. If the employee is called from work to testify, the employee shall have the remainder of the scheduled workday off with pay. Except in cases concerning the care or condition of a patient, employees are not eligible for witness time pay when subpoenaed by a party other than the Employer.

Section 3 - Court duty leave will begin the first day of absence from work for day and evening shift employees. Night shift employees will begin court duty leave on the night shift preceding the first day absent from work.

Section 4 - The employee shall report to work on the next regularly assigned workday beginning the day after completion of her/his Jury Duty. When an employee on Jury Duty is excused prior to the end of her/his scheduled shift, she/he is required to call his/her immediate supervisor to determine whether she/he should report to work for the remainder of her/his shift.

Section 5 - In order for the employee to obtain the Jury Duty compensation pay for which she/he is eligible under Section 1, above, for her/his straight-time hours actually lost from

scheduled work due to Jury Duty, to the applicable five (5) day maximum, the employee must submit a copy of the reimbursement voucher to her/his Unit Manager and/or Department Director at the conclusion of her/his Jury Duty. The Employer will pay full-time employees any straight time pay due for her/his Jury Duty service, to the maximum indicated in Section 1, above.

ARTICLE 20 – MISCELLANEOUS

Section 1 - The dress and personal appearance of employees shall be in keeping with the policies and rules of the Hospital, including but not limited to those relating to health and safety (e.g. infection control).

Section 2 - In the case of emergency, such as flood, fire, epidemic, or other unforeseen major contingency or exigent circumstance, the terms of this Agreement shall not be deemed to apply in connection with implemented measures deemed necessary by the Hospital for the care and protection of patients, employees, visitors, and/or the Hospital's equipment and the facilities of, or to repair such equipment, buildings, and/or facilities and place them in condition thereafter for occupancy.

Section 3 – The Hospital agrees to similar but not necessarily identical policies existing in GHS on Short Term Disability, Long Term Disability and Life/AD&D Insurance for the duration of this Agreement.

Section 4 – The Hospital agrees to similar but not necessarily identical policies existing in GHS on Tax Shelter Annuity, Flexible Benefits and Employee Assistance Program for the duration of this Agreement.

Section 5 - Bargaining unit employees will have the opportunity for Hospital parking, if available, in accordance with the standard parking arrangements then generally applicable to employees of the Hospital, including all registration and other requirements, fees, limitations (e.g. garage parking limited to full-time and part-time employees), etc.

Section 6 - An employee's refusal to submit to testing under the Hospital's policy(ies) regulating drugs and alcohol shall automatically constitute just cause for, and will result in, the employee's immediate termination from employment with the Hospital.

Section 7 – Separability

(a) In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

(b) In the event any article or section of this Agreement is held invalid or its enforcement has been restrained under the above paragraph, the parties hereto may, upon their mutual agreement, meet-and-discuss or enter into collective bargaining negotiations for the

purpose of arriving at a mutually satisfactory replacement for such article or section; provided that if the parties do enter into meet-and-discuss or actual negotiations, there shall be an absolute prohibition against strikes and lockouts over the issue(s) being discussed or negotiated.

Section 8 - Just Culture

- a. The parties agree that it is in the best interests of the bargaining unit and CMC 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. The parties will provide four (4) hours of paid orientation on Just Culture to the union officers taught by qualified Geisinger trainers.
- c. The parties agree that Just Culture does not apply to Attendance and Lateness discipline.

ARTICLE 21 – PATIENT CONFIDENTIALITY

Section 1 - All information concerning a patient shall at all times be kept in the strictest confidence by employees. Violation of this obligation shall be cause for immediate discipline, up to and including discharge, as determined by the Hospital.

Section 2 – An employee disciplined or discharged under this Article may grieve the Hospital’s action under the Grievance procedure set forth in this Agreement, in accordance with the explicit provisions thereof.

ARTICLE 22 - LEAVE OF ABSENCE

The parties agree that the Hospital’s update Leave of Absence Policy, as currently stated and as hereafter modified from time to time to conform to law or regulation, shall apply including the new policies on Parental and Military Leave with effective dates of September 5, 2019 and September 15, 2019, respectively.

ARTICLE 23 – NURSING COUNCILS

Section 1 – GCMC leadership and the Union recognize the importance of retention, adequate staffing, education, effective communication, and collaboration in providing the highest quality of care and in ensuring the highest standards of nursing practice. The parties agree to and are committed to the implementation of unit-based councils at all levels of GCMC. The Shared Governance Council and unit-based councils work will focus on Quality, Professional Development, Nurses Satisfaction, Patient Satisfaction, Evidence-Based Practice and Nursing

Practice.

Section 2 – The parties agree best practice strategies are effective tools for achieving these standards.

Section 3 – Both parties also agree that nurses are integral to the Hospital's ability to provide quality patient care services and that, in order to do so, nurses must be able to continuously maintain professional competency and the requirements of their licensure.

Section 4 – The Employer has established and will maintain a Shared Governance Council at GCMC which is comprised of at least one bargaining unit nurse/staff member RN representing all Hospital clinical areas and management representation.

Annually, the number of Shared Governance Representatives (SGRs) selected shall be determined by the unit Manager in collaboration with work area staff and approved by Nursing Administration. Since these are not additional FTEs, posting shall be unit based.

The method to approve new staff into the Shared Governance Council program is through the post/apply/interview process including the peer input/appoint method. The available posting(s) shall be posted in the respective work area for at least seven (7) days, with interviewers volunteered and appointed. Applicants may not serve on the interview committee.

After the job posting has closed, the unit manager will review all applicants to determine who meets eligibility based on criteria for SGR position, in order to move forward in the interview process. SGR representatives shall be selected by their peers. Equal opportunity for participation on the council will be offered on a yearly basis. Openings during the year will be posted in the work areas where the vacancy occurs.

During the year an employee is appointed to this Shared Governance position, his/her base compensation rate shall be increased by four percent (4%). This increase is removed when the individual ceases to be appointed to this role.

The function of the Council includes but is not limited to:

- Best practice standards and guidelines for adequate staffing and retention.
- Develop, evaluate and improve standards and guidelines as they impact care
- Understand regulatory guidelines that impact clinical practice such as Joint Commission and the PA Department of Health
- Professional development of the staff nurse
- Discuss issues related to patient safety, models of care, quality improvement, professional practice and other items identified by the staff

- Understand and evaluate nursing research and discuss utilization in current practice.

Section 5 - The Shared Governance Council will be made up of bargaining unit and management members and will meet regularly for up to twelve (12) hours per month. There will be a minimum of ten (10) meetings per calendar year. Staff will be compensated at their hourly rates for attending committee meetings. The council shall be co-chaired by a management representative and a bargaining unit RN selected by the Council. In this forum, participation and decision-making is expected from all council members. The Council, with co-chair approval, may invite other staff to participate in Shared Governance Council Meetings from time to time if they deem their participation valuable and relevant to the work of the Council. Information from these meetings will be communicated by council representatives to their designated nursing units. The minutes will be posted in each work area and on the Nursing web site when available.

Section 6 - Agenda items shall be submitted at least one (1) week prior to the date of the meeting by either of the co-chairs to the other co-chair, or by members of the Council to one of the co-chairs. If no agenda items are submitted by the above deadline, the meeting of that month may be cancelled by mutual agreement of the co-chairs.

a. Council recommendations shall be presented to Nursing Administration, and such recommendations will be given full consideration and response in a timely way to the co-chairs.

b. The Shared Governance Council shall have access to relevant information from GCMC to carry out its work. Council members may also introduce relevant documents from outside GCMC, such as academic scholarship or regulatory standards, for review by Council.

c. The Employer shall make reasonable efforts to arrange coverage to facilitate Shared Governance Council member's attendance at Shared Governance Council meetings held while on duty.

Section 7 - The union and the Employer support the concept of shared governance. Unit Based councils shall be comprised of work area staff and management representation. They will meet regularly at a frequency as mutually agreed upon. Unit based councils will develop specific evidence-based "best practice" staffing plan recommendations for their work area to include but not limited to:

- Staffing matrix guidelines based on patient acuity, approved resources, available support, ancillary staff and other relevant factors.
- Nursing practice guidelines and standards
- Schedule development
- Work area specific best practices regarding covering staffing needs and work hours.

If work area staff and management cannot reach consensus on such guidelines after fully exploring efforts to do so, the issues would be taken to the co-chairs of the Shared Governance Practice Council for presentation at the Labor Management Council.

Unit based councils will work with their nursing leadership to operationalize approved resources.

Staff meetings and/or unit-based council meetings may be offered before or after regularly scheduled shifts, or at other times by mutual agreement. Current compensation practices will continue.

Section 8 – Staffing Committee: A joint committee made up of at least four (4) and up to seven (7) Staff RNs representing all areas of the Hospital, designated by the local union and up to five (5) members of the GCMC management, including key members of nursing leadership and whoever else GCMC management deems appropriate shall meet at least monthly, but no less than quarterly. The seven (7) Staff RNs shall be paid to attend such meetings, with their assignments filled by another nurse, provided at least four (4) Staff RNs are in attendance. Otherwise, the committee will not meet.

The Committee will consider and evaluate safe staffing best practice guidelines as follows:

- RN education preparation, professional certification and level of clinical experience.
- The layout and design of the unit, available technology and the role of other healthcare providers in the respective area.
- The complexity, acuity and stability of patients in the unit
- Ensure that RNs are not forced to work without orientation to areas/units where they have not been trained.
- Establish procedures for voicing concerns regarding staffing.
- The committee will publish a report at least twice per year demonstrating ongoing evaluation of the staffing plan.

Section 9 – Notwithstanding anything in this Article, nothing in this Article modifies, eliminates, or otherwise abrogates GCMC's management rights as set forth in Article 2. The provisions of this Article are not subject to the grievance and arbitration procedure, other than a claim that by an employee who is a member of the Shared Governance Council that they have not been compensated properly under Section 4 of this Article.

ARTICLE 24 – LABOR-MANAGEMENT COMMITTEE

Section 1 - In order to promote quality patient care and an amicable problem-solving relationship, the parties shall establish a joint Labor-Management Committee comprised of up to

five (5) bargaining unit employees designated by the Union and up to five (5) representatives designated by Management.

The Committee shall meet no less than quarterly and/or specially upon mutual agreement, at mutually agreed times and places, to discuss work-related issues or concerns raised by one or both parties, provided that the Committee shall not be a forum for the negotiation of terms and/or conditions under this Agreement, nor shall it have any authority to modify any terms and/or conditions of the parties' collective bargaining agreement; to circumvent the grievance process in any way; or usurp or attempt to usurp the work of any Nursing Council.

Section 2 - (a) The Committee shall develop its own rules.

(b) Each party shall submit a written agenda to the other party no less than ten (10) calendar days in advance of any regularly scheduled Committee meeting; this requirement may be modified or waived for any special Committee meeting, called upon short notice. If either party requests a special Committee meeting, it shall make such a request in writing at least seven (7) calendar days in advance of its requested date for the Committee meeting and shall include a proposed agenda. The other party shall then respond within three (3) calendar days after its receipt of the request for the special Committee meeting and proposed agenda, either by agreeing to both the meeting date/time and the proposed agenda, or by other response as it deems appropriate.

Section 3 - Neither party shall attempt to utilize the Grievance and Arbitration clauses of this Agreement for any matter addressed but not resolved during any Labor-Management Committee meeting. However, this section shall not preclude either party from utilizing the Grievance and Arbitration provisions of this Agreement about an issue that was discussed in a Labor-Management Committee meeting if (i) there was a bona fide, completely independent factual basis for filing the grievance; and (ii) that bona fide independent factual basis for the grievance was known to the grievant separately from any information she/he obtained during the Committee's discussions; and (iii) such grievance is filed and processed in accordance with the Grievance and Arbitration provisions of this Agreement, including the time limits therein.

ARTICLE 25 – EMPLOYEE HEALTH & SAFETY

Section 1 – Each employee shall, as a condition of ongoing employment, timely take and, as applicable, pass or be tested negative for, all tests (such as but not limited to tests for TB) and immunizations and all physical exams required by state, OSHA, CDC or other governmental/administrative guidelines and/or regulations or as required by the Employer. A non-introductory employee who timely takes a test or physical exam but fails it, and who wishes to re-test, shall be granted a non-paid leave of absence under and in accordance with the provisions of this Agreement and can, when ready for the re-test (provided her/his leave has not expired), take it and return to work. The Employer retains the right to select the physician or other

health care provider who will conduct such physicals or other tests.

Section 2 – In accordance with the applicable provisions of the Occupational Health and Safety Act (OSHA), relevant safety data sheets for products used at the work site will be made available upon request by employees for any product about which the Hospital has such information.

Section 3 – In the event an employee informs management of their need for reasonable accommodation under the Americans with Disabilities Act (ADA) the employee may request a meeting with the Employer and have a PASNAP representative present, subject to completing a confidentiality waiver. The meeting will be held with both parties in an attempt to identify a mutually agreeable reasonable accommodation. If mutual agreement cannot be reached, the parties may pursue their contractual or legal rights , as appropriate.

Section 4 – PASNAP shall have the right to have a member sit as part of the Hospital Safety Committee. The union shall submit a list of three names to the Hospital, and the Hospital shall select a member from the list of three. The employee shall not lose time nor pay as a result of attending committee meetings.

Section 5 – In the interest of promoting workplace safety and preventing workplace violence, the Hospital has created a multidisciplinary Workplace Safety Committee to review workplace safety incidents and discuss programs and practices to prevent safety incidents, including but not limited to those related to workplace violence caused by patients, visitors, or employees. The Union may assign one member to the Workplace Safety Committee. Such employee shall not lose time or pay as a result of his/her participation with the committee.

Section 6 - The Hospital shall provide a safe work environment for staff and patients. To that end, the Hospital will continue to provide adequately trained security personnel on all shifts who will respond promptly to calls from nurses and other staff in need.

Section 7 - The Hospital will continue to develop and implement programs to prevent violence against staff, including:

a. Scheduling and mandating attendance at workplace safety in-service programs, including but limited to identifying potentially violent situations, de-escalating violent and assaultive behaviors by patients and others, implementing panic alarms and other steps to prevent and respond effectively to violent situations.

b. Continue to maintain and regularly check panic buttons and other protocols for quick and efficient response to staff calls for assistance. When such panic buttons are activated, the Hospital agrees there will be an in-person response to such calls.

c. Maintain a clear code of conduct for patients and family members/visitors, including a statement of the Hospital's prohibition on weapons, concealed or otherwise and including the Hospital's Violence in the Workplace Prevention Policy, which prohibits employees, visitors and patients from engaging in violent and/or threatening behavior.

d. A protocol for reporting violent or potentially violent incidents to the Hospital and law

enforcement.

e. The Hospital through Risk Management or her designee will continue to provide support and assistance to nurse who wish to file complaints against patients or visitors who engage in assaults or other criminal behavior against them.

f. Through the Employee Assistance Program, the Hospital will continue to offer support and counseling to employees who have experienced threats or violence in accordance with risk management practice.

g. Nurses shall continue to be required to immediately and accurately report to management and document safety incidents, including threats or acts of violence in accordance with risk management practice.

h. Incident reports shall be provided to the Hospital Workplace Safety Committee for review and discussion and for the purpose of further developing effective prevention policies and practices.

Section 8 – The Union agrees that workplace safety is a team effort and agrees to cooperate with the Hospital in its ongoing efforts in developing and implementing programs to prevent violence in the workplace. Among other things, this means encouraging its members to immediately and accurately report and documents any and all safety incidents to the appropriate management representatives.

Section 9 – Once all legal roadblocks have been resolved, the Hospital shall ensure and maintain the safety of all bargaining unit staff while using designated offsite parking facilities. The parking garage is available to all staff between the hours of 5:00 pm and 7:00 a.m. and twenty (24) hours a day on weekends. This shall include patrol of a security officer, when feasible, adequate lighting, reflective signage indicating pedestrian traffic and patrols, and clearly defined emergency procedures. Each offsite parking facility shall include an adequate weather shelter for use while waiting for Hospital shuttles. Parking areas and Geisinger walkways shall be free of uneven obstructions, ruts, cracks, and potholes that have the potential to cause a hazard to vehicular or pedestrian traffic. Parking areas and walkways shall be maintained to be free of obstructions, debris, snow and ice twenty-four (24) hours per day, seven (7) days per week. The shuttle drivers have radios that communicate directly with the Security office in real time. The Hospital is committed to pursue the possibility of training these drivers on what to look for from a security standpoint and report anything suspicious to Security via their radios. The Hospital is also pursuing a joint venture with the Scranton City Police Department to have cameras installed at the Nay Aug Park parking lot that will feed directly into Scranton Police Department. Should any employee need a ride to Nay Aug Park between midnight and 1:00 a.m., Security (with the exception of any emergency situations that might arise) will be available to transport them within fifteen (15) minutes of when the employee requested a ride. The Hospital is also pursuing extra parking in the Hilton parking garage on Adams Avenue in Scranton.

ARTICLE 26 - CONTINUING EDUCATION

Section 1 - In-service Education - The Employer shall continue to provide the bulk of its in-house continuing education opportunities to its registered nurses, primarily through GOALS, CE

Direct or other on-line providers selected by the Employer, which may also be available to a nurse on non-work time. When attending a mandatory continuing education program or where the Employer schedules an in-service training that an employee attends during her/his regular scheduled work shift, with the explicit permission of her/his responsible Department or Unit Manager, the employee will be paid at her/his regular rate for all straight-time hours she/he actually missed from work due to the time she/he spent in that continuing education program, normally not to exceed eight (8) hours.

- Off-site, Employer-sponsored Seminars - Where the Employer sponsors an off-site seminar, course or training program, an employee may, in order to increase her/his opportunity to attend it, request to attend and have the Employer pay her/his seminar attendance fee, and payment for a seminar day for attending that seminar. The Employer will cooperate with such a request to the extent it determines it can, after considering its staffing for that day/shift, etc. and will promptly advise the employee of its decision.

Section 2 - Outside Seminars - The Employer shall reimburse an eligible nurse (defined as a budgeted, benefits-eligible full-time or part-time nurse) who has been approved for an outside seminar in accordance with its then-existing policies for same for her/his fully documented reasonable and customary expenses (seminar, meals, travel) incurred while attending an outside, directly job-related, seminar, course or training program which she/he attends upon prior approval. However, there will be no reimbursement paid for off-site seminars, courses or training where substantially the same information can be provided or made available by or through the Employer or its in-house continuing education provider(s). Where the individual is seeking certification for her/his area, and the seminars, courses, or training programs provided or made available by or through the Employer do not offer an equivalent number of CEU's, the Employer may entertain an employee's request for an off-site seminar, course or training program, subject to staffing needs.

Section 3 - Employer Mandated Seminars - Where the Employer mandates attendance at an off-site seminar, course or training program which it does not otherwise provide or make available, the Employer shall pay the employee for all training and travel time to a maximum equal to the employee's full normal workday. However, it is explicitly agreed and understood that no seminar, course or training program is "mandatory" for purposes of this Article simply because it is required by governmental authorities or professional associations in order to hold a registered nurse position or a specialized position (i.e., OR, ICU, etc.). The Employer can offer, however, shall not mandate attendance at an outside seminar greater than thirty (30) miles from the GCMC facility.

Section 4 - Eligibility - To be eligible to request to attend an outside seminar:

1. The employee must have completed at least three (3) months of satisfactory continuous service with the Hospital; and
2. The proposed outside seminar must be: (1) to improve the employee's skills, knowledge and/or performance directly relevant to her/his current position/area of clinical assignment, or (2) to provide the employee with

training which will enable her/him to better perform a position/area of clinical assignment which she/he has been awarded but has not yet started working, or (3) to qualify the employee for a promotion or transfer into a specialty unit for which she/he is otherwise qualified (i.e., OR, ICU, etc.)

3. If the number of employees requesting to attend a particular outside seminar is not acceptable to the Department or Hospital, or would, in the judgment of Hospital management, create staffing problems if granted, then normally as between competing employees who applied, the actual need to attend, last usage of this article and seniority shall be the most relevant factors considered. In disputed cases, the CNO and/or AVP Nursing Services shall be the final decision-maker in accordance with System policy. Her/his, decision shall not be subject to review under the Grievance and/or Arbitration provisions of this Agreement.

Section 5 - Application Procedure - Any request for reimbursement for an outside Continuing Education course or program is subject to the Hospital's budgetary and staffing needs, and requires prior written approval by Human Resources and the CNO and/or AVP Nursing Services in accordance with System policy. Any such request must be submitted in writing to the employee's supervisor on the approved GCMC form, signed by the requesting employee, at least thirty (30) calendar days in advance of the date she/he is requesting to attend. The Employer will respond to a timely request within fourteen (14) calendar days.

Section 6 - Compensation for Attending an Outside Seminar - Employees who attend approved outside seminars will be eligible for reimbursement under this article limited to one (1) course registration fees for approved courses;

travel, meal and room expenses to attend approved courses, pursuant to the applicable Hospital expense tables at the time; and (3) payment for their day(s) in attendance as if they had worked their full regular straight-time schedule for such day(s), to a maximum of eight (8) straight-time hours' pay for any seminar day.

- i. All seminar expenses (i.e. seminar location, lodging, meals. etc.) shall be reasonable, and must be procured by the employee in a competitive, cost-effective way and at the appropriate level (e.g. a standard hotel room, not a luxury suite, and at a local hotel or chain whose rates are highly competitive; Coach rather than Business or First-Class flight).
- ii. Rules governing such expenditures by Hospital employees for seminars, courses and the like are set forth in various Hospital policies (e.g. current Hospital Policy No. 634, entitled "Business and Educational Travel"), which shall apply. It is the responsibility of the employee to check with and/or obtain a copy from Human Resources of the applicable Hospital policy(ies) governing expenses as soon as her/his request is approved.

Section 7 - If multiple employees are approved to and do attend the same session, each employee's required registrations forms must be completed and signed, and written

approval by the responsible Management Staff Member for each must be attached and jointly submitted to Accounts Payable in order to reduce processing time, generate any available discounts, such as for multiple registrations, and generally promote efficiency.

Section 8 - Within five (5) business days after returning from an outside seminar (regardless of whether it was voluntarily selected by the employee or mandated by the Hospital, the employee shall submit a written report to her/his responsible Management Staff Member and shall, at the next scheduled staff meeting, present a synopsis of the seminar to co-workers. Where multiple employees attend the same seminar, the presentation may be done jointly, as approved by the responsible Management Staff Member. Employees in positions that require CEU or in-service hours shall forward a copy of their certificates of attendance to Hospital Wide Education.

ARTICLE 27 – TUITION REIMBURSEMENT; REIMBURSEMENT OF ANNUAL CERTIFICATION EXAMINATION FEES; SPECIALTY CERTIFICATIONS

Section 1 – Full-time employees and part-time employees are eligible for the following:

(a) **Job-Related Courses/Degree Programs**

1. Employees will be reimbursed for one hundred percent (100%) of tuition costs for job related courses or job-related degree programs. Employees currently participating in non-job-related degree will be grandfathered on their current program.
2. The tuition maximum for job-related undergraduate courses is three thousand dollars (\$3,000) per calendar year.
3. The tuition maximum for job-related graduate courses is five thousand dollars (\$5,000) per calendar year.

(b) **Non-Job-Related Courses/Degree Program**

1. The Employer shall continue to utilize the GHS \$20,000 fund for reimbursement of approved non-job related courses on an annual basis. Employees will be reimbursed for fifty percent (50%) of tuition costs for non-job-related courses or degree programs, subject to approval by the tuition assistance committee based on skills/competencies needed within GHS and available funds.
2. The tuition maximum for non-job-related undergraduate courses or degree programs is one thousand fifty dollars (\$1,050) per calendar year.
3. The tuition maximum for non-job-related graduate programs is one thousand two hundred fifty dollars (\$1250) per calendar year.

Section 2- The Employer's policy 235 shall govern application procedures for and administration of tuition reimbursement under this Article 27.

Section 3 - **Reimbursement of Annual Certification Examination Fees in Professional**

Organizations Required as Job Condition: The Hospital will, in accordance with its then- applicable regular policies and practices, pay for up to three (3) annual certification examination fees (defined as the reduced fee for certification examination in the applicable professional organization) required or preferred by the Hospital as a condition of the full-time or part-time employee's obtaining or retaining her/his current job.

Section 4 – Specialty Certifications: The employee will, after her/his submission to Human Resources of proof of certification(s), be paid an additional 25¢ per hour for each specialty certification directly related to and required or preferred by the Hospital as a condition of obtaining or retaining her/his current job, to a maximum of three (3), provided the third certification is GCMC Magnet designation. Current certification/re-certification is required to continue the 25¢ per hour certification differential. It is the responsibility of the employee to notify Human Resources of her/his re-certification by submitting a copy of the renewed certification card within thirty (30) days of the date that the prior certification expiration.

A certification differential being paid to an employee will automatically terminate if it is no longer relevant to the employee's actual job (required or preferred) or if that employee does not timely (as defined in the preceding sentence) notify Human Resources of her/his re- certification.

Article 28 - PAID HOLIDAYS

Section 1 - Full-time employees are eligible for the following six paid holidays each year:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

These days shall be recognized for the purpose of this Agreement to be legal holidays.

The PTO program also provides for an additional thirty-two (32) hours of Personal Holiday time which must be used by the last pay cycle of each payroll calendar year or forfeited.

However, any or all of this Personal holiday time can be traded for cash each year during annual benefit enrollment each fall. Payout will occur in January of each year.

Per diem, Temporary, Budgeted Non-Benefited employees and budgeted part-time employees who are normally and regularly scheduled to work less than forty (40) hours per pay period (less than 0.5 FTE) do not qualify to earn/accrue paid Holiday Time.

Section 2 – Employees who work on any of the said legal holidays shall receive compensation at one and one-half (1-1/2) times the applicable hourly rate for each hour worked and the employee working on such legal holiday shall be granted an additional day off. This day shall be scheduled within thirty (30) days and taken any time after the holiday worked in the same calendar year except for Thanksgiving and Christmas, which may be taken in the first calendar quarter of the next year. If another day off cannot be scheduled, the person will be paid out at straight time and the hours do not count towards the FLSA overtime basis. In scheduling such day

off, the Hospital will consider employee preference.

Section 3 – Any employee whose regular day off falls on a legal holiday shall receive an extra day off.

Holiday pay will cover the scheduled hours for employees, i.e. an eight (8) hour shift employee will get eight (8) paid hours, a twelve (12) hours shift employee will get twelve (12) paid hours, etc. This day shall be scheduled within thirty (30) days prior to the holiday worked or any time after the holiday worked in the same calendar year except for Thanksgiving and Christmas, which may be taken in the first calendar quarter of the next year. If another day off cannot be scheduled, the person will be paid out at straight time and the hours do not count towards the FLSA overtime bases. In scheduling such day off, the Hospital will consider employee preference.

Departments and Units operating on a Monday through Friday schedule will observe Holidays falling on Saturday on the preceding Friday and those falling on Sunday on the following Monday. Within any department/Unit, Holidays shall be scheduled on a rotating basis without regard to seniority, so that preferred Holidays are not monopolized. The Holiday for night shift employees (defined as those whose shifts begin at 11:00 PM) will be observed on the night shift prior to the Holiday, beginning at 11:00 PM (i.e.: if Christmas falls on Saturday, the night shift employees will celebrate that Holiday on the shift that begins at 11:00 PM the preceding Friday night, December 24th).

Section 4 – In order to be eligible for Holiday benefits as provided in this Article, an employee must work both her/his last scheduled shift before the start of the holiday (provided the last scheduled shift to be worked must be within five (5) calendar days of the start of the holiday) and the first scheduled shift after the holiday (provided that scheduled shift must be within five (5) calendar days of the end of the holiday), unless time off has been previously scheduled as approved Vacation or Personal Day time, or pre-approved Sick Time (i.e. employee scheduled out for surgery; utilizing Paid Sick Time while out at that time).

Employees who fail to report for work on a contract Holiday as scheduled will not receive any pay (including, e.g., Holiday, Vacation/Personal Day Pay or Sick Pay) or accrue any Holiday time for that day. The only exceptions are if the employee is Hospitalized during the Holiday or on an approved Leave of Absence. In such cases, the employee will be paid Sick Time (if she/he has any accrued paid Sick Time available) for the Holiday shift she/he missed working. In the case of Hospitalization, the employee must present a certification signed by the treating physician immediately upon returning to work. If the necessary physician's certification is not received promptly, as required, the day missed by the employee will be Unpaid Sick Time.

If a contract Holiday falls during an employee's paid vacation period, her/his Holiday Time shall be earned and accrued in normal fashion provided she/he fulfills the eligibility requirements set forth in the first paragraph of this Section, and such Holiday Time shall be made available for her/his use in accordance with Section 5, below, within ninety (90) calendar days from the date of the contract Holiday.

If the holiday falls during the employee's approved leave of absence, they are not eligible for holiday pay.

Section 5 – All bargaining unit employees who work a contract Holiday as specifically directed or required by the Hospital, except employees reporting for work even though not directed or required, will be paid at time-and-one-half their regular pay for their hours actually worked on that Holiday, including shift differential and certifications where applicable. In addition to the time and one-half pay, budgeted, benefits-eligible full-time and part-time employees who work on a contract Holiday will also receive 'Holiday hours' equal to the number of hours they normally work (e.g. a 0.5 employee will receive four (4) 'Holiday hours' in her/his bank due to working the Holiday, although though she/he may have worked eight (8) hours on that Holiday), up to eight (8) hours, for their use within ninety (90) calendar days after the Holiday (subject to reasonable extension by mutual agreement between the Hospital and the employee). Earned 'Holiday hours' not used within the ninety (90) calendar days timeframe will be lost.

Employees may be required to work up to three (3) holidays, for units that have call and are closed. The current practice of being "on call" shall continue and those employees will be paid holiday time.

Section 6 – Budgeted, Holiday-eligible, employees who transfer to Holiday-ineligible status (less than 0.5 FTE, Weekender, Non-Benefited, etc.) will be paid all earned but unused Holiday Time accrued up to the time of the transfer. This unused Holiday Time will be paid at the employee's regular straight time rate as of the day before the transfer, inclusive of all applicable differentials and certifications.

In those weeks which contain any of the above designated legal holidays, such holiday, if not worked, will not be counted as normal hours worked in order to establish hours of work for overtime purposes.

Section 7 – To qualify for a holiday benefit, the fulltime employee must work their last scheduled day before the holiday and the first schedules work day after the holiday and must work during the week in which the holiday falls unless absence from work is approved or is necessitated by an illness or injury of which verification by a physician may be required by the Hospital.

During a workweek in which there is a holiday, overtime opportunities will be offered to qualified employees, within the needed classification in the applicable department in the following order: first, employees whose regular day off occurs on the holiday; second, employees who work on the holiday; third, other employees.

ARTICLE 29 - PTO

Section 1 – Effective April 1, 2020, all regular full-time and part-time bargaining unit employees shall accrue Paid Time Off (PTO) based on hours paid as an active employee as follows:

Full Time

	YEARS OF SERVICE	BI-WEEKLY ACCRUAL RATE	ACCT MAX HOURS
NON EXEMPT			
	0-4	4.47	305
	5-9	6.00	389
	10-19	7.54	472
	20+	9.08	555

Part-time

Years of Service	Bi-weekly Accrual Rate	Acct Max Hours
0 - 4	.0559	256
5 - 9	.0750	256
10 - 19	.0943	256
20+	.1135	256

Section 2 – Both full-time and part-time employees can accrue to the maximums shown, accruals are based on hours paid. On-call hours do not accrue PTO. The maximum PTO balance is an on-going limit and is not applied at any single point of the year. Employees going on FMLA or medical leave shall begin the leave on the 1st day and shall not accrue any PTO or be paid for any holidays while on leave.

Section 3 – Individual requests for use of scheduled PTO must be approved by the Department Manager or Scheduling Committee based on the needs of the unit. PTO may be taken as earned in most cases as full days or weeks as soon as time is accrued, providing for the orderly and efficient operation of the department is not impaired. Conflicts in scheduling of PTO will be resolved on the basis of Hospital seniority at the time schedules are made.

The cut-off for Hospital seniority-based PTO grants shall be March 1st for PTO request for the upcoming peak periods, defined as May 31st through the week after Labor Day. Employees may request up to one (1) week of time during peak vacation periods. PTO requests that are submitted after March 1st and which are granted by the Hospital will be granted on a first-come, first served basis without regard to seniority. Employees shall be notified regarding approval or disapproval of PTO request within twenty-one (21) calendar days of submission of the written requests.

Once in a calendar year, an employee with pre-approved time off request who has exhausted her/his primary PTO may take time as unpaid

Section 4 – Employees must submit their written requests for PTO time to their Department manager or Scheduling Committee. The written requests must be submitted four (4)

weeks in advance of the requested date and shall be responded to by the Employer no later than ten (10) calendar days of date of the request. For requests submitted with greater than four (4) weeks' notice, response by the Employer shall be provided no later than thirty (30) days of date of request and/or earlier if able.

Section 5 – PTO pay will be paid at the employee's current straight time hourly rate of pay. Shift differential will be included in calculating PTO pay only for employees regularly assigned (not rotating) to differential period shifts.

PTO Cash-Out Option – Employees with five (5) years or more of services have the option to elect to receive the cash equivalent of one week of primary PTO Time. The process is automated through annual open enrollment and will be paid in the first pay of the following calendar year. The employee must have a balance of eighty (80) hours of PTO at the time of the election to sell and when the payment is made.

Section 6 – Upon termination, employees who have completed six (6) months of service, will be paid for all accrued, unused Primary Account PTO. However, PTO may not be used to extend an employee's period of employment beyond the last day worked. Employees terminating in their introductory period are not vested in their accruals and shall not be paid for any accrued or unused PTO.

Section 7 – The part-time employees who have lost "grand mothered" holiday benefit shall receive a front-loaded bank of "Special PTO time" of forty-eight (48) hours that may be used over the life of the contract. This list of grand mothered employees shall be provided to the union.

ARTICLE 30 - PAID TIME OFF – EXTENDED LEAVE

Section 1 – Extended leave bank is to provide employees pay continuance during periods of personal illness.

Section 2 – Full time employees shall be entitled to accrue on a biweekly basis a maximum of (64) hours per year based on hours paid as an active employee. Part-time employees are eligible to accrue extended PTO hours based on hours paid in a biweekly pay period. The potential annual maximum accrual is sixty-four (64) hours. The part-time accrual formula is .0308 hours paid.

- a) The extended leave is used for illnesses or injuries resulting in absences greater than twenty-four (24) consecutive scheduled hours except that employees may access their extended bank immediately under the following circumstances:
1. Inpatient Hospital admission;
 2. Invasive procedures performed in an in/out surgical suite or ambulatory setting provided a written physician directive not to return to work is obtained by the employee and submitted to her/his manager/supervisor.

3. For the following catastrophic illnesses: reconstructive surgery, dialysis, multiple sclerosis, or chemotherapy after the full-time employee has used twenty-four (24) hours of Primary PTO in a fiscal year. For employees budgeted less than full-time, access to extended account is prorated.

4. For post-surgical rehabilitation where the employee is unable to secure appointments outside of work hours due to availability of the rehabilitation.

5. In the event of quarantine due to workplace exposure and based on Employee Health Recommendations.

b) For full-time employees, after twenty-four (24) hours of consecutive scheduled time in instances of personal illness in each fiscal year, each subsequent occasion of personal illness in the same fiscal year requires the first eight (8) of work to be deducted from Primary PTO. For employees budgeted less than full-time, access to the extended account will be prorated. For example, a 0.5 part-time employee will access the extended leave bank after twelve (12) hours.

c) Both full-time and part-time employees can accrue to the maximum of sixty-four (64) hours per year based on hours worked. On-call hours do not accrue Extended PTO.

d) Employees may transfer a maximum of eighty (80) hours of accrued primary PTO to the extended leave bank once a payroll calendar year by memo of Human Resources between November 15 and December 15.

e) In order to be eligible for the Extended PTO benefit, the illness or injury for which the employee is off may not be compensable under the Pennsylvania's Workers Compensation Law.

f) Extended PTO pay will be paid at the employee's current straight time hourly rate of pay. Shift differential will be included in calculating Extended PTO pay only for employees regularly assigned (not rotating) to differential period shifts.

g) If a full-time employee qualifies for use of Extended PTO hours by virtue of being out greater than twenty-four (24) hours due to illness by an Intermittent Family Medical leave for a personal illness or injury, the employee may use available Extended PTO hours for payment of benefit time for those days. For employees budgeted less than full-time, access to the extended account will be pro-rated.

Section 3 - Sick Time is computed based upon the number of hours paid in a pay period, not to exceed eighty (80) hours. Sick Time is paid at the employee's regular straight time rate inclusive of all certifications and differentials she/he is normally entitled to receive.

Section 4 – PTO use for Short Term illnesses: To be eligible to use this benefit for short-term illnesses, the employee must arrange to have his or her supervisor notified at least one and one-half (1-1/2) hours for any shift scheduled to start between 6:00AM and 8:00AM, and two (2)

hours for all other shifts unless a proper excuse is given for failure to comply with requirement.

Section 5 – The Hospital at its sole discretion, but will reasonable cause, may require written certification of a physician for an absence from work due to illness or injury for three (3) or more consecutive days. For absences of less than three (3) days, a written certification of a physician or other proof of illness or injury hereunder may be required whenever the Hospital has reason to believe the employee has abused his/her extended PTO or, after prior notice to the employee, there is excessive absenteeism. The requirement to furnish a written certification of a physician or other proof of illness or injury for absences of less than three (3) days should not be imposed on an employee for a continuous period of more than six (6) months. Employees who have been on sick leave may also be required, as determined by the Hospital, to be examined by the Hospital's health department before being permitted to return to duty.

Section 6 – In the event an employee becomes ill after reporting to work, the employee shall receive pay, based upon the hours worked and the balance of the workday shall be subtracted from PTO hours, where such hours are available, or shall be without pay where such hours are available.

If an employee is injured on the job after reporting for work, a full day's pay will be granted for that day and such time will not be deduction from accumulated sick leave.

Section 7 – Sick time absences of multiple consecutively scheduled shifts shall be considered a single occurrence. It is recognized that each unscheduled absence places an undue burden on fellow co-workers and the Health System.

Section 8 - In order to ensure that an employee's access to this benefit is appropriate, the following protocols must be followed:

- The ill employee will *personally* notify her/his Management Staff Member (or designee) each day she/he is unable to report for work according to department guidelines for reporting off. Notification to the Management Staff Member must be directly from the employee, except in the case of a true and extreme emergency (e.g. Hospitalization) rendering him/her definitely unable to make contact him/herself. Contact by another party except in such true and extreme emergent situations as referenced above will not be accepted as a bona fide call-in and the absence will therefore be considered without notice, resulting in non-payment of sick time.
- Where an employee knows or reasonably should anticipate that her//his absence will extend beyond three (3) scheduled workdays, the employee must *personally* maintain contact with her/his department manager to keep him/her apprised of her/his status. The Department Manager may require that the employee obtain a second medical opinion, to be provided by the Hospital's Employee Health Services upon request of the Department Manager or her/his designee. The employee shall fully and timely cooperate or discipline, up to and including termination, will be imposed.
- In cases where the nature of the absence is unclear or questionable, the Department Manager may also enlist the assistance of the Employee Health Nurse to help determine the nature, extent and status of the illness or injury claimed. The employee may be required to pass a medical examination by the Occupational Health Department or its designee where the employee's medical condition is in question.
- Any absence that lasts more than one (1) calendar week will be treated as a Leave of

Absence in accordance with the applicable provisions of the Leave of Absence article of this Agreement.

- Any employee returning to work after being out three (3) or more consecutive shifts for professed illness or injury must present a physician note excusing you from work and return to work date.

Failure to provide such note may subject the employee to disciplinary action and will result in non-payment for all days of the absence.

ARTICLE 31 - WAGE PREMIUMS: SHIFT DIFFERENTIAL; ON-CALL; ETC.

Wages premiums shall be exclusively determined by this Article and the other express provisions of this Agreement, and not by past practices. "Grandfathering" and any and all other forms of special pay arrangements or practices not expressly provided in this Agreement but nonetheless continued after the effective date of this Agreement may be discontinued by the Hospital at any time.

A. Shift Differential

Section 1 - Shift differential is paid to employees who work during the evening and night shifts as defined below. Shift differential pay shall be included in the calculation of overtime for overtime hours worked, provided that the qualifications for the differential are met.

If an employee's committed work assignment is evening or night shift and the employee works first shift, the employee will not receive shift differential.

Section 2 –

Second Shift (Evening)

Second shift begins at 3:00 PM and ends at 11:30 PM. The second shift differential is \$2.00 per hour in addition to all other pay. Employees whose regular shift ends at 7:00 PM (6:53 PM in Kronos) will be paid evening shift differential from 3:00 PM to the end of the shift. Clock in times prior to 3:00 PM (2:53 PM in Kronos) will not begin to receive differential until 3:00 PM.

Third Shift (Night)

Night Shift begins at 11:00 PM and ends at 7:30 AM. The third shift differential is \$2.00 per hour in addition to all other pay. Employees whose regular shift ends after 7:30 AM (7:23 AM in Kronos) will receive shift differential to 7:30 AM. However, employees who begin their shift after 3:30 AM (3:38 AM in Kronos) are not eligible for night shift differential.

Employees starting shift at 7:00PM (6:53 PM in Kronos) and ending at or before 3:30 AM (3:37 AM in Kronos) will get shift differential on all hours worked.

Section 3 – Shift differential is added to the employee's base rate and is included in paid time off and overtime calculations.

Section 4 – The shift differential payable for Evening Shift and Night Shift for the term of this Agreement is \$2.00/hour.

Section 5 - If a nurse reports to work for a day shift and is asked to stay and work the majority of the Evening Shift, she/he will receive the evening shift differential for all hours she/he works, *after actually finishing her/his regular Day Shift assignment*, which fall within the Evening Shift as defined above.

If a nurse reports to work for an Evening Shift and is asked to stay and work the majority of the Night Shift, she/he will receive the Night Shift differential for all hours she/he works, *after actually finishing her/his regular Evening Shift assignment*, which fall within the Night Shift as defined above.

B. On-Call Pay

Section 1 (a) On-call pay shall apply to all hours an employee is actually assigned to “on call” duty as well as time spent traveling to an on-call assignment. When on-call the employee must be available immediately by beeper or phone contact from the Hospital, shall answer when called, and shall come into the Hospital immediately when called in. Regular pay begins when she/he clocks herself/himself in and ceases when she/he clocks out.

(b) In Surgical Services (OR), if the Department Manager/Supervisor determines that it is necessary to have an additional RN on call (formerly referred to as “second call”), it will be handled on a “volunteer” basis, rotating and by seniority. An incentive premium of \$5.00/hr. over and above the nurse’s regular wage rate will be applied to all time worked by a nurse who returns to work after being called in, even though she/he was not on call when she/he was called (including for hours she/he works that are overtime hours, if applicable).

Section 2 - When called-in to work while “on-call”, the employee will be paid time and one-half her/his regular rate of pay for all hours worked from call, with a minimum of two (2) hours’ work or pay, whichever is greater, at the time and one-half rate. The two-hour minimum will apply only when an employee has “clocked out” from their shift and have been gone from the facility. Time spent in an “on-call” status at the end or beginning of one’s regularly scheduled shift is not eligible for the minimum two (2) hour payment. Employees assigned for “on-call” shall be paid a flat, per hour rate for all hours “on-call” not spent at the Hospital. Employees will not be paid the “on-call” rate for worked hours paid at time and one-half. Calculations of “on-call” payments should be rounded the nearest whole dollar.

The rate for On-Call during the term of this Agreement shall be \$3.00/hr.

An “on-call” employee called in to work from home on a holiday in which he/she is scheduled off, will be compensated at time and one-half time with a two-hour minimum.

The Department Manager/Supervisor will schedule employees for “on-call” assignments as

required and maintain records of all on-call assignments. "On-call" employees are expected to be able to respond to a call and be on duty within thirty (30) minutes after a call is received.

It is the responsibility of the employee to have his/her current telephone number on file in Human Resources and with their respective Department Manager/Supervisor.

An employee failing to properly punch in and out of the Kronos system to accurately reflect regular vs. call time will be ineligible for payment under this policy and will be subject to disciplinary action up to, and including, termination.

C. Preceptor Pay

Each employee assigned and/or scheduled to "precept" a new employee, or assigned and/or scheduled to orient an existing employee, shall receive a preceptor rate of \$1.00/hour for all time spent precepting and/or orienting a new and/or existing employee, inclusive of any/all other differentials, certifications and/or premium pay to which they are entitled.

D. Float Differential

Each employee reassigned and/or "floated" to a unit and/or department other than the unit and/or department to which they normally are assigned, shall receive a differential of \$2.00/hour for all time worked in the unit/department to which she/he was "floated" or reassigned, unless receiving a float incentive.

E. Flex Nurse Rate

After any needed core shifts of work are offered to full time and part-time nurses, flex nurses who voluntarily commits to eighty (80) hours per pay pre-scheduled including every other weekend will receive a rate of forty (40) dollars per hour for each/any eighty (80) hour period. Not fulfilling this commitment shall result in returning to the normal flex rate.

F. Charge Nurse Differential

Each employee assigned and/or scheduled as a charge nurse and/or is required to perform the duties of a charge nurse shall receive a differential of \$1.00/hour for their scheduled shift.

ARTICLE 32 – WAGES

I. RN Wage Rates During the Term of this Agreement - General

Section 1 - Effective upon ratification of this Agreement, the wages listed in Appendix B shall apply. All employee's wages will increase 3% in July 2020, 3% in July 2021, 3% in July 2022,

and 4% in July 2023.

The employer has established pay scales to recognize the work requirements of certain positions. RNs required to work alternate shifts, weekends, holidays and/or on call schedules will follow the 24/7 pay scale. Positions which do not include these requirements will follow the Non 24/7 pay scale.

Current incumbents in Non 24/7 positions as identified on April 30, 2013 will be grandfathered in the 24/7 scale. Future entrants in the Non 24/7 positions by hire or transfer will be on the Non 24/7 pay scale.

The rates in Appendix B are for full-time and part-time employees who are in active employment on the dates below. The employee will receive the amount of increase as per the appendix.

Section 2 - Wage minimums shall be based upon completed years of RN direct care experience as a duly licensed registered nurse. If a registered nurse took a leave from practicing as a registered nurse and then resumed, her/his period of leave shall be subtracted from the amount of completed years of RN experience as a licensed registered nurse. Recognition or application of completed years of RN experience under this Agreement is solely for the purpose of determining an RN's wage status under this article.

Section 3 – For purposes of computing compensation under this Article, the “base hourly rate” of a salaried employee shall be her/his base bi-weekly salary divided by eighty (80) hours. Unless the effective date of an increase set forth above falls on the first day of the payroll period, each of the above wage increases shall actually become payable to employees who are eligible on the first day of the next following payroll period after the specific date cited. The above wage increases shall be affected on the dates specified for them, and at no other times.

Section 4 - Wages and wage premiums shall be exclusively determined by this Article and the other express provisions of this Agreement and not by past practices.

Section 5 (a) At any time during the term of this Agreement, the Employer may, at its sole discretion, unilaterally increase wage rate(s), differentials or other forms of premium pay, or introduce incentive or merit programs or the like, for specific/discrete groupings of bargaining unit employees, i.e. those in specific classifications, particular specialties, on particular shifts, or other such categories (for example, all 24/7 RNs, or all Non 24/7 RNs; or all OR RNs; or all 3rd shift RNs; or all 2nd and 3rd shift CRNAs); *provided* that in doing so the Hospital will determine and apply eligibility criteria for the non- introductory employees within the specified grouping or category, and shall provide advance notice of the program to the Union. Such adjustments are not subject to the Grievance and Arbitration provisions of this Agreement.

(b) At any time during the term of this Agreement, the Employer may determine that a modification of some negotiated term or condition of employment other than wages or wage related benefits (such as the number of hours in a regular shift, or the specified on-call period) for employees in a particular classification, department, unit or shift, or the bargaining unit as a whole, is necessary. If so, it will inform the Union of its desired change. At the request of either

party, the parties will meet within fifteen (15) calendar days of the Union being notified of the desired change. If appropriate, only those employees in the particular classification, department, unit or shift affected will consider and vote on the requested modification, and neither party will unreasonably withhold its agreement to have the issue considered and voted on in that fashion.

Section 6 - The Employer reserves the right to increase wage rates, pay one-time lump sums and/or increase certain benefits for bargaining unit employees if its Medicare Wage Index Reimbursement Status is modified upwards (increased) during the term of this Agreement, provided (i) some or all such modifications or applications made by the Employer may be non-recurring, (ii) some or all such modifications or applications made by the Employer may be across-the-board as amongst bargaining unit employees; (iii) some or all such modifications or applications made by the Employer may be applied to bargaining unit employees in specific departments, classifications or other such categories based upon merit or productivity assessments; as all solely determined by the Employer. The Employer, prior to finalizing its decision(s) on allocating, for the bargaining unit, additional funds resulting from an increase to its Medicare Wage Index Reimbursement Status, will offer to meet with the Union to meet with and discuss the Employer's thoughts or intentions concerning those issues, and invite the Union to offer its input. All discussions with the Union must be concluded within seven (7) calendar days from the date the Union was notified by the Employer, whereupon the Employer shall make its final decision(s).

II. Base Wage Rates for RN Specialty Classifications During Term of this Agreement

Section 1 – Registered Nurse First Assistants (RNFAs):

- (a) Current and newly hired RNFAs shall be paid according to the wage scale in Appendix B. Their wages listed in Appendix B shall apply.
- (b) Any RNFAs hired or transferred into this classification during the term of this agreement, shall receive the same rate of pay as 24/7 RNs and will receive a differential of \$7.00/hr when acting in the capacity of a CRNFA.
- (c) The base wage rates for nurses who are, and are working as, full-time or part-time Certified Registered Nurse First Assistants (CRNFAs) shall, in each instance, be Seventy-Five Cents (\$.75/hr) per hour above the applicable corresponding wage rate for RNFAs on that scale. If an RNFA is certified (thus, a CRNFA), that specialty certification as CRNFA is one of the two certifications for which she/he will, at most, be paid specialty certification premiums; the other would be paid at twenty-five cents (\$.25/hr) per hour, thus a total maximum for a CRNFA of One Dollar (\$1.00/hr) per hour in specialty certification pay.

Section 2 – Per diem Nurses (FRNs) The wages listed in Appendix B shall apply as outlined. Any current full or part-time employees transferring to per diem status shall keep their current rate, if the per diem rate is lower.

Section 3 – Certified Registered Nurse Anesthetist (CRNA):

- (a) The base wage rate at the outset of this Agreement of a bargaining unit Certified Registered Nurse Anesthetist (CRNA), as that term is defined in Article 4, Section 3 (c) of this Agreement, is in accordance with the applicable provisions of the parties' preceding Agreement. Changes during the term of this Agreement to the base wage rates for bargaining unit CRNAs shall be as set forth in Appendix B.
- (b) Effective during the term of this Agreement, the rate for a per diem Certified Registered Nurse Anesthetist (CRNA) shall be \$105.00/hr.
- (c) The following differentials will apply during the term of this Agreement:
 - i. Regular full-time or regular part-time CRNA's on the Heart Team will receive an hourly differential of \$2.25.
- (d) In addition, the following shall apply to all full-time and part-time CRNAs employed by the Hospital during the term of this Agreement:
 - (1) **On-Call.** Full-time or part-time CRNAs will be paid \$6.00/hr. while on call.
 - (2) **Vacation** (modifying Article 29 of this Agreement only as shown):

Vacation selection as amongst CRNAs shall continue to be done by Departmental Seniority. CRNA summer vacation selection shall be completed by December 1st of the previous year.
 - (3) **Personal Days.** In addition, the CRNA will be eligible for four (4) paid personal days annually. The CRNA's eligibility for, application to use, usage of, and payment for, Vacation and Personal time shall be in accordance with the provisions of this Agreement set forth in Article 30 - Paid Vacation/Personal Time.
 - (4) **Continuing Education.** For the term of this agreement:
 - i. Full-time and part-time CRNAs with 0 - 20 years of service as full-time or part-time CRNAs at GCMC will be reimbursed for up to \$1,800 per year for continuing education expenses, in addition to reimbursement for AANA CRNA dues necessary for their continuing CRNA licensure.
 - ii Full-time and part-time CRNAs with more than 20 years of service as full-time or part-time CRNAs at GCMC will be reimbursed for up to \$2,000.00/year for continuing education expenses, in addition to reimbursement for AANA CRNA dues necessary for their continuing CRNA licensure.

iii. Full-time and part-time CRNAs will be eligible to receive up to five (5) seminar days per calendar year, with pay, to pursue continuing education opportunities directly relevant to their work as CRNAs, increased to ten (10) seminar days per calendar year, effective 7/1/18. Requests for same will normally be granted provided (a) they are made to the Administrative Coordinator for the Anesthesia Department or her/his designee at least six (6) calendar weeks in advance of the seminar/program, and (b) the Anesthesia Department coverages deemed necessary by the Director of Surgical Services or her/his designee for the day(s) requested are in place. Five (5) days may be utilized as home study.

Section 4 - Parking. GCMC will continue through the term of this Agreement to provide guaranteed parking for full-time and part-time CRNAs at the normal parking fee applied to employee-parkers, which privilege shall commence upon the start of one's employment with GCMC as a full-time or part-time CRNA.

Section 5 – Retention Bonus - The bonus payout will be spread over three payments beginning with the first pay period 30 days after contract ratification through November 2021 and will be paid to inpatient RNs who:

- Have five or more years of service as an RN at Geisinger as of October 31, 2019
- Are in good standing (no active written and above disciplinary action)
- FTE at 0.50 or greater (bonus prorated for .50 to .874)
- Do not have active loan/bonus as of January 10th that are tied into a sign-on bonus for coming on board. Any other loans (such as 401K) or work incentive bonuses tied into picking up extra shifts will not affect eligibility for the retention bonus.

The payment dates and amounts are as follows:

Fiscal Year	Paycheck date	Amount
2020	The first pay period 30 days after contract ratification	1,000
2021	November 27, 2020	1,500
2022	November 26, 2021	2,500
Two Year Total		\$5,000

ARTICLE 33 – RETIREMENT PLAN

Section 1 – Effective January 1, 2018, all bargaining unit employees shall be eligible to participate in the GSS 401(k) Savings Plan. The Employer shall make a contribution equivalent to five percent (5%) of the employee's eligible earnings up to the social security wage base and nine

percent (9%) on earnings above the social security wage base. Eligible earnings shall include base pay, overtime, shift differential, call pay and any incentive pay. Base earnings exclude reimbursements such as tuition reimbursement, mileage reimbursement, and other payments of a similar nature.

Section 2 – All bargaining unit employees shall be eligible to participate in the GSS Tax Shelter Annuity Program.

Section 3 – The default investment for newly participating bargaining unit employees who have not chosen to direct their monies to specific funds will be the Pyramis Index Lifecycle Fund for the GSS 401(k) plan and the Fidelity Freedom Fund for the GSS 403(b) Plan or another default option chosen by the fiduciaries of the plans.

Section 4 – Other than the amount of the Hospital's contribution and matching contribution as described in the Section 1 through 3 above and changes in vendors and investments, all other existing rules and definitions of the existing Retirement Plan shall remain in place for the duration of the Agreement.

The Hospital will notify the Union of any major or significant changes to the Hospital's Retirement Plan which will generally affect bargaining unit employees and will, upon a request by the Union which the Hospital receives within fourteen (14) days after such notification is sent, meet with the Union to discuss same.

ARTICLE 34 – HEALTH CARE PLAN (MEDICAL, DENTAL AND VISION COVERAGE)

Section 1 - (a) The Hospital will continue to make available to budgeted full time and part-time bargaining unit employees (.5 FTE or greater) through the term of this Agreement the Provider Choice and PPO health plans, or comparable plans consistent with section (b) below. Newly hired budgeted full time and part-time bargaining unit employees are eligible for the Group Health Care Plan, for themselves, their spouses/domestic partner and eligible dependents, beginning on date of hire.

(b) GCMC employees' health, dental, vision and other insurance coverages shall be on the same terms as non-bargaining unit employees on the Geisinger Welfare Plan. It is understood that the Hospital may, in its discretion, provide any or all coverages on an insured basis through a carrier(s) of its choice, or on a self-insured basis, and may change carriers. It is further understood that the plan design for the Geisinger Welfare Plan or any other plans may change from year to year provided that the new plan design is generally comparable to the existing Geisinger Health Plans now offered to employees.

(c) The Hospital will notify the employees and the Union of any material changes to the Group Health Care Plan which will generally affect bargaining unit employees and will provide copies to the Union of any documents which it distributes to the bargaining unit employees reflecting such changes.

Section 2 - In the event of any conflict as between Plan Documents and/or a Summary Plan Description and this Agreement, the order of which document(s) control is as follows: first, the actual Plan Documents; then, the Summary Plan Description; finally, the provisions of this Agreement.

Section 3 - The Employer will offer employees, eligible for health coverage, the option to include someone who meets the criteria of "domestic partner." The current definition will remain in force during the contract unless the definition must be altered due to court decisions or regulations.

Section 4 - The employer will notify the Union of the projected rate increases for health insurance by September 1st of each year, if known. If rates for insurance coverage are projected to exceed seven and a half percent (7.5%) increase in the employee share during the term of the contract for any category (e.g. PPO – 2 persons), the Employer will notify the Union of this projection and meet to explore alternative options.

ARTICLE 35 - SCOPE OF/CONCLUSION OF BARGAINING

Section 1 - The Hospital and the Union each acknowledge that during the negotiations which preceded and resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties, after the extensive exercise of that right and opportunity, are set forth in this Agreement. Any terms and/or conditions of employment for bargaining unit employees which are not specifically included in this Agreement as written provisions hereof were not intended for inclusion in this Agreement, and rather are solely within the rights and prerogatives of the Hospital.

Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, including but not limited to fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Section 2 - The parties' respective authorized bargaining representatives may, by mutual written agreement, subsequently enter into a supplemental agreement. If so, such agreement must be in writing, executed by the parties.

ARTICLE 36 - EFFECT OF CONTRACT

Section 1 - The Hospital shall not be bound by anything not expressed in writing herein and may, from time to time, modify any policy or past practice not set forth herein. Such modification shall not give rise to a bargaining obligation.

Section 2 - This Agreement is in lieu of all other current or prior contracts or understandings between these parties, either oral or written, covering the employees in this bargaining unit with respect to their wages, hours, rates of pay or other conditions of employment.

Section 2 - No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.

ARTICLE 37 - DURATION

Section 1 - This Agreement shall be in full force and effect for the period commencing upon ratification through four (4) years after the ratification date of January 13, 2020.

Section 2 - Either party may notify the other, in writing, of its intent to terminate or modify this Agreement by notifying the other party, in writing, of such intent by no later than the ninetieth (90th) day immediately preceding the termination of this Agreement. Absent such

notice, this Agreement shall remain in full force and effect from year to year thereafter, unless and until terminated by a party, at least ninety (90) days prior to a subsequent termination date of its intent to terminate or modify it, by notifying the other party in writing, as above.

Section 3 - There will be no retroactivity of any article or provision, except as specifically stated in this Agreement.

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

**GEISINGER - COMMUNITY MEDICAL
CENTER**

**PENNSYLVANIA ASSOCIATION OF STAFF
NURSES & ALLIED PROFESSIONALS/NEPANA**

Date

Date

APPENDIX A

Date _____

Grievance # _____

GCMC/PASNAP: Grievance Processing Form

Name of Grievant(s) _____

Position _____ Unit _____ Shift _____ Phone _____

Complete Statement of Grievance, including all pertinent facts, a complete description of the incident or action that is the subject of this grievance:

Article(s) and Section(s) of the contract you allege were violated (List all):

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 _____

Appealed to Third Step by: _____ Date _____

Third Step Response by (name) _____ Date _____

APPENDIX B

RN

Years of Experience	24/7	Non 24/7	24/7	Non 24/7
	July 2020	July 2020	July 2021	July 2021
0	\$28.28	\$25.88	\$28.57	\$26.27
1	\$28.29	\$26.26	\$29.14	\$26.66
2	\$28.71	\$26.65	\$29.14	\$27.05
3	\$28.99	\$27.04	\$29.58	\$27.45
4	\$29.28	\$27.71	\$29.86	\$27.86
5	\$29.90	\$28.36	\$30.16	\$28.55
6	\$30.37	\$29.03	\$30.80	\$29.22
7	\$30.97	\$29.68	\$31.29	\$29.91
8	\$31.42	\$30.34	\$31.90	\$30.58
9	\$31.87	\$31.01	\$32.37	\$31.26
10	\$32.47	\$31.67	\$32.83	\$31.95
11	\$33.08	\$32.33	\$33.45	\$32.63
12	\$33.69	\$33.01	\$34.08	\$33.30
13	\$34.19	\$33.48	\$34.71	\$34.01
14	\$34.72	\$33.97	\$35.22	\$34.49
15	\$34.97	\$34.22	\$35.77	\$34.99
16	\$35.26	\$34.49	\$36.02	\$35.25
17	\$35.53	\$34.76	\$36.32	\$35.53
18	\$35.82	\$35.01	\$36.60	\$35.81
19	\$36.10	\$35.27	\$36.90	\$36.07
20	\$36.37	\$35.57	\$37.19	\$36.33
21	\$36.66	\$35.87	\$37.47	\$36.64
22	\$36.97	\$36.17	\$37.76	\$36.95
23	\$37.26	\$36.47	\$38.08	\$37.26
24	\$37.56	\$36.75	\$38.08	\$37.57
25	\$37.72	\$36.92	\$38.69	\$37.86
26	\$37.92	\$37.08	\$38.86	\$38.03
27	\$38.20	\$37.26	\$39.06	\$38.20
28	\$38.59	\$37.41	\$39.35	\$38.38
29	\$38.96	\$37.60	\$39.75	\$38.54
30	\$39.37	\$37.72	\$40.13	\$38.73
31	\$39.73	\$37.87	\$40.56	\$38.86
32	\$40.15	\$37.99	\$40.93	\$39.01
33			\$41.36	\$39.13

APPENDIX B**RN**

	24/7	Non 24/7	24/7	Non 24/7
Years of Experience	July 2022	July 2022	July 2023	July 2023
0	\$28.85	\$26.67	\$29.00	\$27.08
1	\$29.43	\$27.06	\$30.01	\$27.74
2	\$30.02	\$27.46	\$30.61	\$28.15
3	\$30.02	\$27.87	\$31.23	\$28.56
4	\$30.47	\$28.28	\$31.23	\$28.99
5	\$30.76	\$28.70	\$31.69	\$29.42
6	\$31.07	\$29.41	\$32.00	\$29.85
7	\$31.73	\$30.10	\$32.32	\$30.59
8	\$32.23	\$30.81	\$33.00	\$31.31
9	\$32.86	\$31.50	\$33.52	\$32.05
10	\$33.35	\$32.20	\$34.18	\$32.76
11	\$33.82	\$32.91	\$34.69	\$33.49
12	\$34.46	\$33.61	\$35.18	\$34.23
13	\$35.11	\$34.30	\$35.84	\$34.96
14	\$35.76	\$35.04	\$36.52	\$35.68
15	\$36.28	\$35.53	\$37.20	\$36.45
16	\$36.85	\$36.04	\$37.74	\$36.96
17	\$37.11	\$36.31	\$38.33	\$37.49
18	\$37.41	\$36.60	\$38.60	\$37.77
19	\$37.70	\$36.89	\$38.91	\$38.07
20	\$38.01	\$37.16	\$39.21	\$38.37
21	\$38.31	\$37.42	\$39.54	\$38.65
22	\$38.60	\$37.74	\$39.85	\$38.92
23	\$38.90	\$38.06	\$40.15	\$39.25
24	\$39.23	\$38.38	\$40.46	\$39.59
25	\$39.54	\$38.70	\$40.80	\$39.92
26	\$38.86	\$39.00	\$41.13	\$40.25
27	\$40.03	\$39.18	\$41.46	\$40.56
28	\$40.24	\$39.35	\$41.64	\$40.75
29	\$40.54	\$39.54	\$41.85	\$40.93
30	\$40.95	\$39.70	\$42.17	\$41.13
31	\$41.34	\$39.90	\$42.59	\$41.29
32	\$41.78	\$40.03	\$43.00	\$41.50
33	\$42.16	\$40.19	\$43.46	\$41.64
34	\$42.61	\$40.31	\$43.85	\$41.80
35			\$44.32	\$41.93

APPENDIX B

CRNA

Years of Experience	JULY 2020	JULY 2021
0 years	82.00	82.82
1 years	85.44	88.00
2-4 years	88.15	90.79
5-6 years	93.17	95.97
7-8 years	93.63	96.44
9-12 years	94.78	97.62
13-15 years	96.74	99.64
16-19 years	97.18	100.09
20-24 years	97.61	100.54
25+ years	98.59	101.55

Years of Experience	JULY 2022	JULY 2023
0 years	83.65	84.48
1 years	90.64	94.27
2-4 years	93.52	97.26
5-6 years	98.85	102.80
7-8 years	99.33	103.30
9-12 years	100.55	104.57
13-15 years	102.63	106.73
16-19 years	103.10	107.22
20 -24 years	103.56	107.70
25+ years	104.59	108.78

APPENDIX B

RNFA

Years of Experience	July 2020	July 2021
0	28.65	28.94
1	29.22	29.51
2	29.51	30.10
3	29.80	30.40
4	30.09	30.70
5	31.39	30.99
6	32.67	32.33
7	33.32	33.65
8	34.11	34.32
9	34.91	35.14
10	35.55	35.96
11	36.19	36.61
12	36.82	37.28
13	38.58	37.93
14	40.34	39.74
15	40.73	41.55
16	41.11	41.95
17	41.50	42.34
18	41.89	42.75
19	42.27	43.14
20	42.65	43.54
21	43.04	43.93
22	43.43	44.34
23	43.82	44.73
24	44.20	45.13
25	44.47	45.53
26	44.87	45.81
27	45.26	46.21
28		46.62

APPENDIX B

RNFA

Years of Experience	July 2022	July 2023
0	29.23	29.52
1	29.81	30.40
2	30.39	31.00
3	31.00	31.61
4	31.31	32.24
5	31.62	32.56
6	31.92	32.88
7	33.30	33.20
8	34.66	34.64
9	35.34	36.05
10	36.19	36.76
11	37.04	37.64
12	37.71	38.52
13	38.39	39.22
14	39.07	39.93
15	40.93	40.63
16	42.80	42.57
17	43.21	44.51
18	43.61	44.94
19	44.03	45.36
20	44.44	45.79
21	44.84	46.21
22	45.25	46.64
23	45.67	47.06
24	46.07	47.49
25	46.49	47.91
26	46.89	48.35
27	47.18	48.77
28	47.60	49.07
29	48.02	49.50
30		49.94

APPENDIX B

RN PER DIEM

Years of Experience	July 2020	July 2021
1-10 years	34.13	34.48
11 -15 years	35.64	36.00
> 15 years	37.21	37.58
Years of Experience	July 2022	July 2023
1-10 years	34.83	35.18
11 -15 years	36.36	36.73
> 15 years	37.96	38.34

APPENDIX C

GEISINGER	<i>Policy</i>	<i>Section</i>	<i>Title</i>
	627	General	Per diem Nursing Staffing

<i>This policy applies to:</i>	
Geisinger Medical Center campus	Geisinger Medical Laboratories
Geisinger Wyoming Valley Medical Center campus	Geisinger Clinic
X Geisinger Community Medical Center	Geisinger System Services
GMC Center for Aesthetics & Cosmetic Surgery	Geisinger Endoscopy & Surgery Centre - Scenery Park
GMC Outpatient Surgery-Woodbine	Geisinger Health Plan
GWVMC-Same Day Surgery@GSWB	ISS
Community Practice Service Line	Geisinger Medical Management Corporation
Geisinger Community Health Services	Geisinger Gastroenterology and Endoscopy Center - Lewistown
Marworth	

PURPOSE:

It is the policy of Geisinger Community Medical Center to provide Per diem RN nursing staff to ensure the organization's ability to respond to fluctuations in work load and/or patient census and acuity.

POLICY:

The Per diem nursing applicant is subject to the same employment process in the same sequence as the candidates for regular, budgeted positions according to the "Employment Procedure" policy. At the discretion of the manager and dependent upon individual department needs, the Per diem employee is expected to guarantee scheduled availability for work as follows:

REQUIREMENTS TO WORK AS PER DIEM STAFF:

- Minimum of 2 years current employment experience in the classification for which they are applying
- Current license (if required)
- CPR certification (if required)
- Any required department-specific certifications (ACLS, PALS, NALS, etc.). Required certifications will be paid by the organization.
- ❖ **Provide 24 hours of availability (minimum) on every 4 week schedule and 32 hours availability on every 6 week schedule.**
- ❖ **Provide availability to work a minimum of eight (8) hours per schedule on a Saturday or Sunday, OR on a holiday OR alternate shift (evening & nights) if there are staffing needs.**
- ❖ **Work may be scheduled in four, eight or twelve hour blocks in accordance with routine shift starting times (except from 11p-7a)**

- 1 G-CMC does not guarantee the availability of work regardless of the commitments as stated above.
- 2 Orientation will be provided on an individual basis according to Hospital/department requirements and validated accordingly.
- 3 Performance Appraisals for Per diem nursing staff will be the responsibility of the primary Operations Manager. They are to be completed each year during the employee's annual evaluation period.
- 4 Per diem nursing staff must also complete Mandatory Education and TB testing annually.

If the Per diem nursing staff has not worked in a 90-day period or fails to meet/maintain all the requirements for their position (i.e.: licensure, certification, mandatory education, TB testing, excessive call offs, etc.) the Per diem employee may be subject to termination. G-CMC requires all Per diem employees to comply with policies, procedures, rules and regulations of applicable federal and state regulatory agencies, G-CMC and the department in which the Per diem works.

ADDITIONAL PARAMETERS FOR PER DIEM STAFF

- *A Per diem employee will not be scheduled to work until he/she has successfully completed all requirements of the employment process accordance to the policy on "Employment Procedures".*
- The Per diem employee must make their availability known to the respective manager and/or Nursing Administration at least two weeks in advance of the posted schedule
- All Per diem employees shall be scheduled in a manner as to not have priority scheduling over full time, and then part-time employees, which includes part-time employees picking up extra-time to full time equivalency.
- If a "float" from one unit is needed to another unit, the Per diem employee will be the first to be floated.
- All Per diem employee's schedules shall be posted as per the Collective Bargaining Agreement.
- All Per diem employees' are responsible for adhering to all departmental and Hospital policies.
- A Per diem employee unable to report for an assigned shift will abide by Hospital policy for calling off procedure. (Staffing Policy- Department of Nursing Policy and Procedure Manual).
- Per diem employees' are eligible to receive shift differentials for evening and night shifts as per the collective bargaining agreement and in accordance with the "Shift Differential" policy.
- To be paid properly, the Per diem employee must log in and out in the KRONOS system using their Employee ID and Biometrix scan.
- Identification badges must be worn while on duty.
- The Per diem employee is not benefit eligible. Per diem nursing employees' accepting a budgeted position at G-CMC will be transferred from the Per diem position to the budgeted position. The individual will be treated as a brand new employee only for benefit purposes.
- Regular, budgeted G-CMC employees wishing to work in a Per diem capacity must resign their current budgeted position and be rehired as a Per diem employee without benefits, at manager's discretion.
- G-CMC may have the right under Article 6 of Collective Bargaining Agreement to terminate a Per diem employee from employment for failure to comply with the PRN standards or for violation of any established CMC policy or procedure.
- Cancellations by Per diem employees that are prescheduled on a specific nursing unit will be managed using the following guidelines:
 - More than 2 call offs within 24 hours of the scheduled shift in a 4 week period will result in the loss of a Per diem staff's ability to pre-schedule their time. If they need to cancel their time, they must find a replacement to work for them.
 - The Per diem employee will be requested to then submit an "availability" calendar to the unit's schedule committee or Clinical Leader on a monthly basis for a period of three months.
 - Once sustained improvements in schedule compliance have been demonstrated (Per Ops Manager), then the Per diem employee's ability to pre-schedule shifts will be reinstated.
 - If call offs of shifts continue to occur, the Operations Manager has the right to terminate the Per diem employee.
- Per diem nursing positions, effective 1/12/15, will be posted through Nursing Administration and that is where the Per diem employee will work out of.
 - A Per diem staff member in the Nursing Administration will be assigned through the staffing office to fill open shifts and staffing needs due to census fluctuation based on their competencies and availability.

<i>Developed</i>	<i>Revised/Reviewed*</i>	<i>Policy Owner</i>	<i>Approved by</i>	<i>Date</i>
07/01/2014	1/12/15	AVP, Nursing, G-CMC	Director, Human Resources	1/12/15

Published: 1/2015

APPENDIX D (1)

AGREEMENT

BETWEEN

GEISINGER-COMMUNITY MEDICAL CENTER

&

NORTHEAST PENNSYLVANIA NURSES ASSOCIATION/PASNAP

RE: SAFE PROGRAM

Participation:

- On Call needs are for this SAFE program only, limited to participants of this program and shall not apply to any/all other Emergency Department employees;
- Strictly and exclusively voluntary;
- Does not constitute a change in RN position and/or recognition status as per Article 1, Section 1;
- Is to be considered as part of the participatory RN Emergency Department assignment;
- Removal from the program and on call scheduling is at the discretion and option of the participatory nurse. Any such self-removal must be in writing with a minimum of fourteen (14) days notice, at which time any "on call" requirement/need would cease for that nurse;
- Self-removal from the program shall not impact any future enrollment back into the program;
- Participation in an "on-call" requirement for the SAFE Program shall be on a regional basis to the following sites only: Geisinger-Community Medical Center, Geisinger-Wyoming Valley & Geisinger South Wilkes-Barre Hospital locations.
- While performing regional on call duties at a location not listed under the parties Preamble and Recognition clauses of the Geisinger-Community Medical Center & Pennsylvania Association of Staff Nurses & Allied Professionals Collective Bargaining Agreement, for all purposes including but not limited to recognition and representation, any/all Registered Nurses in the SAFE program shall remain recognized as PASNAP represented bargaining unit members and as such, the parties Collective Bargaining Agreement shall apply in all cases.

Education/Training:

- Paid Class time for certification/re-certification, training hours, meetings;
- To be completed uninterrupted/without a patient care assignment with staff relief to provide patient care provided for the required training and/or certification/re-certification time.

Scheduling

- Article 30, Section 2 requiring a minimum of 6 hours off between call duty completion and their regularly scheduled shift should they choose shall apply;
- On-call needs shall in no way be scheduled and/or assigned greater than 48 hours in a calendar month, unless agreed to by the nurse participating in the program;
- On-Call shall be on a self-scheduling process by the Registered Nurse participating in the program;

- On call for weekends and holidays shall be equitably distributed among all program participants;
- The current policy on time requirements for arrival at G-CMC upon notified of "on call" need shall be waived and a standard of reasonable time of arrival at the facility will be accepted. Such reasonable time frame of arrival at the facility shall not be greater than one and one-half hours from time of call;
- The participating nurse "on call" once paged to come in to the perform the duties of the program will, within 15 minutes of the notification of need confirm their ETA to the designated hospital representative;
- When "called in", and/or while performing the duties of the program when on shift, the nurse shall "clock in/out" for the time period the duties of the program dictate and shall cite the time required of the program into the "exception log"
- Nurses enrolled in the program may "switch" on call coverage with another nurse in the program and/or may find coverage for any specific shift of call. Such "switch" shall be in writing and submitted to the program supervisor;
- In the event there is not an "on call" SAFE Program RN available and a SAFE Program RN trained to fulfill the needs of the program is on shift when the need arises in that specific facility, the SAFE Program trained nurse may be pulled to fulfill the duties, however, prior to being pulled, additional RN staff relief will be provided for the RN regular assignment so as to not impact patient care, including the utilization of the clinical leader and/or manager in the event RN staff cannot be acquired. In no circumstances will the SAFE Program nurses scheduled assignment be added to existing RN assignments causing an increase to the nurse to patient limits.
- In the event there is not an "on call" SAFE Program RN available nor a SAFE Program RN scheduled on shift to fulfill the needs of the program when the need arises in that specific facility, the Hospital shall "cold call" the SAFE Program nurses specific to G-CMC for availability within the 15 minute verification time period. In the event more than one SAFE Program RN is available and volunteers to come in, the "on call" assignment shall be awarded in rotational order by seniority.
- In the event there is no SAFE Program participating RN available, an untrained nurse to the SAFE Program may be pulled to fulfill the duties, however, prior to being pulled, additional RN staff relief will be provided for the RN regular assignment as to not impact patient care, including the utilization of the clinical leader and/or manager in the event RN staff cannot be acquired.
- In the event a participating program nurse is not available and a staff nurse is needed to perform the duties of the program, the employer will first ask for volunteers from amongst the RN's scheduled to work. In the event there are no volunteers, the duties shall be assigned on a rotational basis starting with least senior employees.

Compensation:


- The contractual "on -call" rate as per Article 30 shall apply for all on call hours scheduled by the participatory nurse. Once called in to perform the duties of the program, there shall be an "On Call" stipend of \$100 for weekdays/\$150 weekends & holidays paid to the participating program RN upon arrival at the facility of need.
- Once a participant is called in and/or assigned while on shift to fulfill program duties, the nurse shall also receive a rate of \$100/hr for all time completing the program requirements;

- Any/all stipends shall be in addition to the participants applicable rate of pay including any/all differentials that may apply;
- If called in to perform "on call" duties at Geisinger Wyoming Valley and/or Geisinger South Wilkes-Barre, the participating Registered nurse shall receive the then current mileage rate and tolls from Geisinger-Community Medical Center to/from the other designated location of need as per the hospital policy listed below:

Temporary place of business: A work location where the employee is expected to be 35 times or less within a calendar year (e.g., occasional travel to another Geisinger location, travel to a meeting outside of Geisinger, or travel to an airport). If an employee is providing coverage at a location that is expected to last for one year or less, this location would be a temporary place of business. Travel between an employee's personal residence and a temporary work location is considered business travel and is an allowable business expense in excess of the employee's regular commute.

Miscellaneous:

- Parking without a fee shall be provided for the SAFE program on call nurse in the parking garage by the hospital.



For the Hospital

6-25-19

Date



For the Union

6-25-19

Date

APPENDIX D (2)

MEMORANDUM of UNDERSTANDING OVERTIME AND STAFFING IN ENDOSCOPY / GI LAB

November 14, 2019

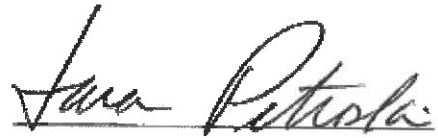
In order to meet the needs of the Geisinger Community Medical Center and to support the growth of endoscopy practice at the hospital while also minimizing the use of excessive overtime for nursing staff, the parties agree to the following relating to Endoscopy / GI Lab registered nurses (RN):

- The Hospital will continue the practice of offering time and one-half hourly wages for any time worked by an RN after their scheduled shift hours. According to current practice, RNs will record this time by noting late cases with "L1" on their exception log or other accepted practice.
- The Hospital may offer an incentive shift bonus in addition to the time and one-half hourly wage for a nurse who commits and completes two hours of work after the scheduled end of their shift. After two hours, incentive shift bonus plus time and one-half hourly wage will continue to be offered. Notice of available incentive shifts will be posted within the department in an agreed upon area.
- Through December 22, 2019, the incentive shift bonus amount shall be \$15 per hour. If the incentive shift bonus amount offered is to be less than \$15 per hour or eliminated after December 22, 2019, the parties agree to meet and discuss.
- The Hospital commits to posting positions, prioritizing new-hires by full-time staff, part-time staff, per diem staff, and/or securing temporary agency staff for the Endoscopy / GI Lab in order to meet the following minimum staffing guidelines. Staff may be added to account for acuity. The Hospital will make every effort to meet the below compliment:
 - o Pre-operation: One (1) fully oriented RN or licensed practicing nurse per procedure room.
 - o Procedure: One (1) fully oriented RN and one fully oriented endoscopy tech, licensed practicing nurse, or RN in each procedure room.
 - o Post-operation recovery: One (1) fully oriented RN or licensed practicing nurse per procedure room with a maximum of two recovering patients per RN or licensed practicing nurse.
- The Hospital affirms its commitment to not utilizing mandatory overtime or abusing on-call for non-emergent cases according to Article 4 Section 7(b) of the CBA. The Hospital will develop best practices for physicians and schedulers to ensure endoscopy cases are scheduled accordingly.

- The Union agrees to the adoption of a rotating schedule for all current Endoscopy / GI Lab RNs with shift times that commence at 6:30am, 7:00am, 7:30am, and 8:00am commencing with the six-week schedule following execution of this agreement. Prior to the addition of any additional start times, the parties agree to meet and discuss implementation. The first schedule after the execution of this agreement will be self-scheduled and submitted to the department manager for final approval.
- The hospital agrees to allow the RNs to switch shifts within the rotation by mutual agreement between staff with final approval by the department manager. Requests for time off will be submitted then approved by the department manager based on the business need of the department through a prescribed method.
- The Union is agreeable to the use of agency nursing staff to temporarily supplement bargaining unit RN duties until permanent positions can be posted and filled if the Hospital finds that suitable for their needs.



Alexander Lotorto
PASNAP Staff Representative
Union



Tara Petroski
Geisinger Human Resources Generalist
Employer

APPENDIX D (3)

**MEMORANDUM OF UNDERSTANDING REGARDING CRNA PAY
CHANGES AND TRANSFER RESTRICTIONS**

**Between
GCMC
and
PASNAP**

The Hospital and the Union have jointly agreed to the following pay classification, payment and job transfer practices as follows:

- The CRNAs shall remain exempt employees but will now be classified as EXX exempt employees from ERDW exempt employees
- Additional hours worked will be calculated as follows: current base rate X 1.5 for additional hours worked over 40 hours in a week
- Article 32, Section 4, (d), (1) shall be changed to \$6.00/hr.
- The current transfer restrictions under Article 13, Section 5, (a) shall be increased from six (6) to eighteen (18) months
- These changes shall be effective starting with the April 12th pay period
- All full-time CRNAs currently employed as of March 27, 2020 shall receive a one-time \$300 bonus to be paid on the April 17th pay day

Hospital: Law-Porter
Date: 4/1/2020

Union: Mark Mungin
Date: 4-2-2020