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AGREEMENT

PREAMBLE

This Agreement made and entered into this 26th day of April 2024 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 3031 Walton Rd Suite 104, Plymouth Meeting, Pennsylvania 19462, 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 Appeals Coordinator, Cardiac Rehabilitation RN, Cardiac Catheterization Laboratory/Clinical Informatics Coordinator, Care Manager RN, Case Manager/PI Coordinator Trauma, Clinic RN, Clinical Access Specialist RN, Clinical Care Coordinator, Quality Improvement Specialist, Certified RN Anesthetist, Graduate Nurse, Inpatient RN, Lactation Consultant, Nurse Coordinator CCL Informatics, Nurse Coordinator Quality/Data, PRN Certified RN Anesthetist, PRN Registered Nurse, Radiologist Technician Lead, RN Critical Care Float, RN Electrophysiology, Vascular Access RN, Woundostomy RN, 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, Orthopaedics, Operating Room, Intensive Care and Peri-op RN, but excluding those employed in Group 'A' classifications under that Agreement), RN First Assistant, RN per diem, RN Weekender Program, Staff Education Scheduling Coordinator, Trauma Case Coordinator, Trauma Registrar, and 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 Team Coordinator, 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, Inpatient RN Manager, Nursing Supervisor, Occupational Health RN, Operating Room Coordinator, Pre- Admission Testing

Coordinator/Nurse Practitioner, Pre- 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.

Section 4 In the event the employer moves a line of service with the same cost center to a facility within 25 miles of the Hospital those affected employees shall remain with in this bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1- Except 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 work 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 determined 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, illegal 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. 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 (1) to advise any others who have joined in such prohibited conduct to immediately cease and desist from same, and (2) 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 it providing important and necessary services and treatments, many of the Employer's departments and units operate on a twenty-four (24) hour per day, seven (7) day per week basis. The Employer 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 determined by the Employer, 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 Employer, 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 Employer'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 Employer will assign such shifts to the least senior fully qualified employee(s) for a period not to exceed three (3) months; subsequent assignments will then be made on a rotating basis for period(s) not to exceed three (3) months, i.e. to the second least senior fully qualified employee(s), and so on.
- b.) In the event the Employer determines the need to permanently change the shift hours of some members in an entire department and/or shift, it will make the changed hours or shift(s) available transparently to the entire unit/department.
In the absence of sufficient volunteers in the affected department or unit; the least senior employees 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 workday 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 Employer 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(s) herein as Appendix C.

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 (8 1/2) 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 (10 1/2) 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 (12 1/2) 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. If an employee leaves the hospital campus during the meal break, they must punch in and out for their break. Full-time and part-time employees are eligible to receive one paid ten (10) minute break period, for every four (4) hours of work. Employees are not permitted to leave the hospital campus during their ten-minute break.

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 Employer 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 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, unless approved by the manager. 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.

Section 8 - There shall be no pyramiding of overtime 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 – Upon request when an employee is requested to attend a disciplinary meeting or a meeting investigating the conduct of the employee, that could reasonably be believed to lead to discipline, the employee may have his or her 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.

A union officer will be informed and offered to be 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 emailing 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 emailed.

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 emailing 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) reasonable cause and (3) random follow-up testing pursuant to the provisions of a return-to-work agreement. An employee's refusal to submit to testing under the Employer's policies regulating drugs and alcohol shall be subject to termination of employment.

The Union and the Employer both agree that the use of and/or testing positive for Medical Marijuana shall not automatically constitute a violation of the Employer's drug-free workplace.

Section 10 – 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 a maximum of four (4) hours of paid orientation on Just culture to union officers taught by qualified Geisinger trainers.
- c. The parties agree that Just Culture does not apply to Attendance and Lateness discipline.

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 non-patient care areas of the Hospital for the purpose of administering this Agreement. Such representatives shall have the same access to public areas of the Hospital, and while there shall be subject to the same rules of conduct, as the general public. If the Union Staff Representative needs to attend a meeting in a non-public area 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 Human Resources by email of the fact of, and the proposed timing of, his/her intended visit and its general nature. Human Resources 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 Employer 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 the Grievance Article 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 their 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 as soon as practical under the circumstances and must receive direct and clear authorization to do so from that supervisor. 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 Employer.

Section 6 - Any 'Union business' time spent by an employee shall be uncompensated.

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

Section 8 - The Employer 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 up to sixty (60) minutes, at a time determined by the Employer, to inform the orientee about union membership including dues payment options of full dues of Fair Share fee. Such time shall be scheduled with the orientee(s) no later than two weeks from their start date. Such time is uncompensated for the Union Representative leading orientation.

Section 10 – Union Business – Upon request, an employee may be granted an unpaid leave of absence of up to one (1) year if they are elected or appointed to a position with the Union. The employee shall be entitled to return to any open position which they are qualified for with 30 days' notice by the employee to Human Resources or at the conclusion of their union leave.

Union members may, with 30 days' notice, be permitted reasonable time off to attend Union meetings (local executive board, PASNAP executive board, delegate trainings, annual House of Delegates, and conventions) and must use PTO if a balance exists. Requests shall not be unreasonably denied.

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, gender identity 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 access to employee records. 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 employee 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 timecard 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 mealtime) 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 processing time.

(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 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 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 *suasponte*.

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) System 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. System seniority commences after completion of the employee's introductory period and is retroactive to the date of last hire with the System.
- (b) RN Seniority is defined as all continuous full or part-time licensed RN service at Geisinger CMC in a union position. RN Seniority commences upon receipt of RN licensure. Decisions related to this methodology are not subject to the grievance procedure.

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. Any employee hired during the term of this contract 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.

(c) If a break in service is less than 45 days for any reason, upon return the RN is awarded their previous RN seniority date.

Section 3 - Application

- (a) System Seniority shall apply 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), layoffs and recall.
- (b) RN 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, 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 paid time off.

Section 4 - Reductions in Force and Layoff/Recall

- (a) If the Employer finds it necessary to reduce the number of employees in the 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 documented 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) weeks 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 GH current WorkForce Adjustment Plan and Summary Plan Description, as attached in appendix XX and shall not be changed for the life of this agreement.

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 for a period of not less than seven (7) calendar days before the vacancy is filled. The notice shall include the classification and FTE status. Job descriptions shall be available through the Human Resources Information System. 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. The Employer shall not hold the employee awarded the transfer in their current position beyond the beginning of the pay period after 6 weeks have passed.

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 nine (9) 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 RN 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 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 RN seniority. If an insufficient number of employees in that classification volunteer, the employee(s) with the least RN seniority will be permanently transferred, to a unit, department, shift or schedule of their choosing where positions are available as long as the employee has the prerequisite 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 to another unit/department, volunteers shall go first, if there are multiple volunteers the volunteers with the greatest RN seniority shall be transferred first. Should there be insufficient volunteers who have the required skills, licenses, certifications, education, experience and abilities to perform all the duties of the position at the required level with only normal orientation (as defined in Section (d)), the Employer shall transfer employees from the least senior employees (based on RN Seniority as defined in Article 13,) 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) as soon as possible or a period not to exceed three (3) months; subsequent assignments will then be made on a rotating basis for period(s) not to exceed three (3) months, i.e., to the second least senior (based on RN seniority as defined in Article 13) fully qualified employee(s), and so on.

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.

If Floating is necessary, the order in which RNs will be floated is as follows:

1. Qualified volunteers
2. Any/all qualified agency
3. Any/all Qualified RNs working an "Open Shift", overtime or extra shift.
4. Per diem RNs

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, except in accordance with Section 2 of this article. Orientees shall not be floated.

Section 2 – Mid-Shift Floating If the Hospital at any time determines it in the interest of Shall be defined as after one (1) hour at the commencement of a scheduled shift and may only occur in emergency situations:

1. The term "emergency cases" are defined by the below circumstances:
 - a. An unforeseeable declared national, state or municipal emergency, unusual or extraordinary event which is unpredictable and unavoidable, and which substantially affects the provision of needed health care services or increases the need for health care services, not however a

pandemic/epidemic that is continuing beyond 3 months.

- b. Unexpected absences, discovered at or before the commencement of a scheduled shift, which could not be planned for except as provided in this definition, no time period is set for when the call in must occur.
2. Employees working in "Open Shift" are not subject to floating language and are not subject to the floating premium or pull pay.
3. Prior to a nurse being floated mid-shift for a "non-emergency case", the Hospital shall make reasonable efforts to avoid doing so. Reasonable efforts to fill staffing needs will follow the below-prescribed method:
 - a. Seeks persons who volunteer to work extra time from all available qualified staff who are working at the time;
 - b. Contacts all qualified employees who have made themselves available to work extra time;
 - c. Seeks to use per diem staff; or seeks personnel from a contracted temporary agency when use of this staff is permitted by law or regulation.
4. Graduate nurses will not be floated for the first six (6) months of employment unless mutually agreeable by the employee and nurse manager or designee.
5. If the hospital wants to designate an incentive shift open shift RN to float in a situation that is not an emergency case according to Paragraph (2) above (e.g. a mismatched shift,) the following shall apply:
 - a. The RN shall be provided two (2) hours' notice prior to the start of the float, when possible.
 - b. RNs that have picked up an "Open Shift" are deployable to be floated at any time during their incentive shift and up to 2x per shift.

In the case of an emergent vacant shift where an RN working an incentive shift "Open Shift" and a Float Team RN are both working and the Open Shift RN is working on his/her home unit, the Float Team RN shall be floated.

6. The Union is agreeable to the use of agency nursing staff to temporarily supplement bargaining unit RN duties where eight (8) hour shifts have created regular holes in the schedule until permanent positions can be filled if the Hospital finds that suitable for their needs.
 7. In recognition of the prohibition of mid-shift floating and in recognition that mid-

shift floating places an undue burden on the RN being floated and that RN's unit, the following points are acknowledged:

- a. It is a possibility that the RN being floated may not have time to take the contractually specified 30-minute lunch break. The RN being floated shall not be required to get Nursing Supervisor approval to clock "no lunch" during his/her shift. This shall not be considered as contributing to "late out."
 - b. Given that the RN being floated will have an extra "report in" and extra "report out" period due to mid-shift floating, that RN's duty schedule for that day shall be extended up to 60 minutes, without being considered "late out."
 - c. Any RN on the unit receiving the floated RN, who is required to give report to the floated RN, shall be allocated up to 60 minutes, as needed, without requiring Nursing Supervisor approval, after the usual end of that RN's shift, in recognition that the floated RN cannot report to the "receiving unit" until the report out is completed on the unit from which the RN is being floated. This time shall not be considered as "late out."
8. The RNs affected by mid-shift floating as described in item 7 above will follow normal departmental practices to document the approved late-out punch to ensure proper payment (i.e. notation in the exception log).
 9. Consistent current practice, RNs that have accepted permanent position assigned to the float pool or whose regular assignment is floating as assigned are not to be subject to Article 14, Section 1 and 2 Floating. RNs in this position can be pulled or floated at any time to cover any vacancy in the hospital within their scope of practice, where they possess, in the final opinion of Nursing Management, 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.

Section 3 – If the Hospital at any time determines it is 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 staff, international staff, Geisinger agency, and outside agency Staff
- (b) Temporary staff, international staff, Geisinger agency, and outside agency staff will be offered reassignment as determined by the Employer.

(c) Employees will have any scheduled overtime and extra shifts canceled unless it is for less than four (4) hours;

(d) Per diem employees will be canceled 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; an

(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 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

(l. 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 posted schedule sequence is in accordance with the Kronos/Workforce Management calendar. Requests for time off must be entered according to the workforce management timeline. This information can be found on the WFM internal SharePoint site.

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 mockup 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. Switches must be completed in Kronos.

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 per diem bargaining unit's 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 Joint Staffing Committee meeting.

a. GCMC shall make every effort 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 of circumstances that render the Hospital unable to adhere to the matrices it typically follows in a particular work area for an isolated 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.

Section 7 - The Employer 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 Employer shall provide the Union with two (2) glass encased bulletin boards in the Hospital and reasonable access to union members to break room bulletin board 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. The Union shall not post any material with malice towards the Employer or reckless disregard for the truth. One bulletin board will be in a location designated by the Employer on the Lower Level of the Hospital building, near the Employee Cafeteria; the second will be located on the Second Floor of the Hospital, in the hallway near the Periop Lounge and Endoscopy Suite. 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.
- c) The "Immediate Family" is defined to include spouse, parents, stepmother, step father, grandmother, grandfather, mother-in-law, father-in-law, legal guardian, sister, stepsister, brother, stepbrother, children, stepchildren and grandchildren, great grandparents, spouse's grandparents, grandchild or great grandchildren. A domestic partner that is officially set up as a domestic partner status for benefit coverage is considered immediate family. Bereavement leave may also be for the loss of an unborn child.
- d)
- e) Other persons 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 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.
- f) Bereavement leave is an excused paid absence at regular straight time pay.
- g) 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 to any paid time off shall have such time off as applicable charged instead to paid bereavement leave, up to the limits allowed under the provisions of this Section. Additional time off if requested and approved shall be charged against employee's paid time off, 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 of a family member.

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, 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.

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.

No modification or waiver of this agreement shall cause an employee to be forced to work in a role or capacity that is outside of their scope of practice as a healthcare professional or without required certifications and/or qualifications.

In the event that the hospital deems it necessary to implement new measures during an above-defined emergency RNs who are moved to departments and/or units will be provided an individualized orientation period, where the RN is observed correctly performing any unfamiliar unit competencies and may receive a modified assignment as the situation warrants. CRNAs may only be asked to provide support that is relevant to their scope of practice.

Section 3-The Hospital agrees to 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 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 - 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.

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 – OTHER LEAVE OF ABSENCE

The Hospital agrees to identical policies existing in GHS on all Other Leave of Absence Policies for the duration of this Agreement.

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 representative openings shall be posted in the respective work area for at least seven (7) days. Interviewers will be volunteers who are 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- The Employer will bring all relevant security personnel to the HR Huddle and/or Labor Management when related issues are being discussed 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.

Section 5 - In the interest of promoting workplace safety and preventing workplace violence, the Hospital will form a joint safety subcommittee of up to 8 members total (4) four Union members and (4) four Management members (with appropriate Security management being at least one of the (4) four) and within 30 days of ratification of this agreement, to meet monthly to explore options for a visitor registration and control procedure to ensure adherence to the Hospital's policies regarding Visitors, Employee Health and Safety, and/or Safety in general and shall meet quarterly thereafter to review the procedures and ensure compliance with the policy. Employees will be paid for time spent on this 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 their 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.

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, CEDirect 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.

The Employer will allow Employees to complete required courses during regular scheduled work hours as directed and approved by the Unit Manager.

- **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. 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 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:

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 in their current program.
2. The tuition maximum for job-related undergraduate courses is no less than three thousand dollars (\$3,000) per calendar year or the amount determined by Geisinger System Policy #, whichever is greater.
3. The tuition maximum for job-related graduate courses is no less than five thousand dollars (\$5,000) per calendar year or the amount determined by Geisinger system policy for tuition reimbursement, whichever is greater.

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

Section 3 - Reimbursement of Annual Certification Examination Fees in Professional Organizations Required as a 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 \$500.00 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). Current certification/re-certification is required to continue receiving the \$500.00 per year certification differential for full-time employees and \$250.00 per year for part-time employees. 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 expires.

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 HRIS 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 and Christmas Day

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

Per diem, Temporary, Budgeted Non-Benefited employees and budgeted part-time employees who are normally and regularly scheduled to work less than seventy-two (72) hours per pay period (less than 0.875 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. 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. Within any department/Unit, Holidays shall be scheduled on a rotating basis without regard to seniority, so that preferred Holidays are not monopolized.

Section 3 – National holiday hours will be allotted in a holiday time off bank. Holiday hours will post in the bank 12 weeks prior to the observed holiday. The allotted time off should be equivalent to the normally scheduled hours for the employee. Holiday time off is not equivalent to the shift worked on the actual holiday.

Note: If an employee's normally scheduled shift is something other than 8 hours, a field will be populated in Workday to drive the allotment of holiday hours. Human Resources will complete a review semi-annually to adjust this field.

The holiday hours are intended to be used on the respective holiday and planned/agreed upon observance date, but no later than the Feb.1 pay cycle following the holiday. The time is considered earned once the hours are allotted to the bank. If hours remain in the holiday time off bank and an employee moves to ineligible status or terminates, their holiday bank hours will be paid out.

Section 4 – The holiday cycle is March 1 (allotment of Memorial Day) through the pay period inclusive of Feb. 1 the following year. If there are any unused holiday hours at the end of the holiday cycle, they will be paid out to the employee in the next full pay cycle in February. No payroll corrections for holiday time off will be processed after the paycheck that contains the Feb. 1 date. Employees on a continuous leave status (up to six months) will receive the holiday time allotment. Employees on a personal leave of absence are excluded.

Section 5 – 24/7 and Non- 24/7

Departments that operate on a 24/7 schedule will observe holidays on the actual holiday. Holiday bank hours are intended to be used for the respective holiday and planned/agreed upon observance date. Managers have the discretion to deny requests that may be unrelated to the holiday based on departmental scheduling and business needs.

Non-exempt, full-time employees who work on the actual Geisinger holiday will be paid time and one-half for hours worked on the actual holiday, when majority of hours are worked in the holiday zone. If majority of hours are not in holiday zone, hours will be paid at straight time.

Departments that operate on a non-24/7 schedule will observe Saturday holidays on the preceding Friday and Sunday holidays on the following Monday.

Holiday bank hours are intended to be used for the respective holiday and planned observance date. Departments that are closed in observance of the holiday should reserve the time to cover the planned closure. Managers have the discretion to deny requests that may be unrelated to the holiday based on departmental scheduling and business needs.

Non-exempt, full-time employees who work a non 24/7 schedule are eligible for time and half pay when working the observed holiday, when majority of hours are worked in the holiday zone. If majority of hours are not in holiday zone, hours will be paid at straight time.

Section 6 – Budgeted, Holiday-eligible, employees who transfer to Holiday-ineligible status (less than 0.875 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.

Section 7 – Holiday worked, not eligible for observed holidays:

The following are pay practices for those not eligible for Geisinger observed holidays, but may work on a holiday:

- a. Non-exempt part-time and per diem employees will be paid time and one-half for hours worked on a Geisinger holiday when coverage is required by management and the majority of hours are worked in the holiday zone. If majority of hours are not in holiday zone, hours will be paid at straight time.
- b. Non-exempt part-time and per diem employees who are approved to work for

their own convenience (holiday coverage not required) will be paid at straight time. Management must implement a work rule to change holiday pay to regular pay.

ARTICLE 29 - PAID TIME OFF

Section 1 Effective within 30 days upon ratification, PTO and Personal Holidays will be combined into one central PTO bank creating future ease of use and less confusion surrounding employees checking their various balances. Employees will have one bucket bank of leave time to use for PTO. This new PTO bank can be used to supplement the employer paid short term disability.

Section 2 Both full-time and part-time employees can accrue to the maximums shown, accruals are based on hours paid and are prorated based on FTE percentage. On-call or charge pay hours do not accrue PTO. The maximum PTO balance is an on-going limit.

The 2024 annual accruals and maximums are as follows:

Non-Exempt Full-Time - 100% FTE shown (Biweekly Paid Employees)

Years of Service	Days/Calendar Year	Max Days of Accrual	Max hours of Accrual
0 – 2.99	20	35	280
3 – 4.99	23	38	304
5 – 9.99	26	41	328
10 – 14.99	28	43	344
15+	31	46	368

NOTE:	Full-Time Non-Exempt employees who have 10-14.99 years of service as of December 18, 2022, receive an extra 4 hours of PTO annually until they move to the next tier.
	Employees who have greater than 20 years of service as of December 18, 2022, receive an accrual rate of 0.1289 per hour paid

Non-Exempt Part-Time - 50% FTE shown (Biweekly Paid Employees)

Years of Service	Days/Calendar Year	Max Days of Accrual	Max hours of Accrual
0 – 2.99	10	17.5	140
3 – 4.99	11.5	19	152
5 – 9.99	18	20.5	164
10 – 14.99	14	21.5	172
15+	15.5	23	184

Section 3-Individual requests for use of scheduled PTO ~~time~~ must be approved by the department heads on the basis of the needs of the unit. Time off 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 time off will be resolved on the basis of hospital seniority at the time schedules are made. The cut-off for Hospital seniority-based time off grants shall be March 1st. All requested time off must be approved by management.

Time off 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 the approval or disapproval of time off requests within twenty-one (21) calendar days of the submission of the written requests.

Section 4 Time off pay will be paid at the employee's current straight time hourly rate of pay. Shift differential will be included in calculating time off pay only for employees regularly assigned (not rotating) to differential period shifts.

Section 5 Cash-Out Option - Employees will have the option to elect to receive the cash equivalent of up to 80 hours of PTO. This process may occur through annual open enrollment. The automated process will be paid in the third quarter of the following calendar year. The employee must have a remaining balance of 80 hours at the time of the analysis, or no PTO payout will occur, and the PTO hours will remain in your PTO bank.

Section 6 Upon termination, employees who have completed six (6) months of service, will be paid for all accrued, unused 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 shall not be paid for any accrued or unused PTO.

Section 7 The Hospital will notify the Union of any major or significant changes to the Hospital's Paid Time Off Plan which will generally affect bargaining unit employees and will meet with the Union to discuss same. PTO accrual rates and maximums shall not decrease below the tables above for the life of the contract, but any system-wide increases will automatically apply to all employees in this bargaining unit.

Section 8 The Hospital agrees to ~~grandfather~~ adjust the accrual rates for any employees that experience a reduction in their current accrual rates as a result of the new PTO schedule. The adjustment will continue until the employee moves up to the next PTO service accrual rate.

ARTICLE 30 - WAGE PREMIUMS: SHIFT DIFFERENTIAL

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 paid time off and 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 as follows.

Weekday Evening Shift 3p – 11:30p	Weekday Night Shift 11p-7:30a	Weekend Day Shift 7a – 3:30p	Weekend Evening Shift 3p Friday – 11:30p	Weekend Night Shift 11p – 7:30a Monday
\$6.00	\$6.00	\$4.00	\$7.00	\$7.00

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. 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.

C. 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.

D. Per Diem

RNs hired as Per Diem shall follow current Geisinger policy and be paid at the wage rate in appendix B.

E. 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.

F. Heart Team Differential

Regular full-time or regular part time RNs on the Heart Team in the OR will receive an hourly differential based on Employers current policy.

ARTICLE 31 - 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 according to Appendix B.

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 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 - At any time during the term of this Agreement, the Employer may, at its sole discretion, increase wage rate(s), differentials or other forms of premium pay, or introduce incentive or merit programs or the like, and shall meet and negotiate the changes.

Wage scale as attached.

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.

ARTICLE 32- ON-CALL

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 for weekday call and \$3.00 for weekend call (weekend call shall begin at 11p.m. Friday through 7:00 a.m. on Monday.)

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 HRIS and with their respective Department Manager/Supervisor.

An employee failing to properly punch in and out of the time keeping 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.

Section 3 - When any employee is utilized on-call, they may elect a voluntary rest period of up to four (4) hours before working a scheduled shift or leaving early by mutual agreement. If staffing does not allow for the employee to use the four (4) hours of rest time during their regularly scheduled shift the following day, the difference in rest time (time worked during a scheduled shift when otherwise entitled to rest) may be used on another day during the same pay period in which staffing allows for the time to be used. The employee will have the option of primary PTO or unpaid time.

ARTICLE 33- CERTIFIED REGISTERED NURSE ANESTHETIST (CRNA)

Section 1- 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.

- (a) Effective during the term of this Agreement, the rate for a per diem Certified Registered Nurse Anesthetist (CRNA) shall be \$140.00/hr.
- (b) The following differentials will apply during the term of this Agreement:
 - i. Regular full-time or regular part-time CRNAs on the Heart Team will receive an hourly differential of \$3.00.
- (c) 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 \$15.00/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) **Continuing Education.** For the term of this agreement:

- i. Full-time and part-time CRNAs will be reimbursed for up to three thousand dollars (\$3000.00) per year for continuing education expenses, in addition to reimbursement for AANA CRNA dues necessary for their continuing CRNA licensure. A balance of one thousand dollars (\$1000.00) may be rolled over year to year.
- ii. Full-time and part-time CRNAs will be eligible to receive up to 80 hours for seminar days per calendar year, with pay, to pursue continuing education opportunities directly relevant to their work as CRNAs. 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. Up to ten 80 hours 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.

ARTICLE 34 - 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 35 – 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 36 - 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 37 - 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 38 - DURATION

Section 1 - This Agreement shall be in full force and effect for the period commencing upon ratification through three (3) years after the ratification date of April 26, 2024.

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

PENNSYLVANIA
ASSOCIATION OF
STAFF NURSES &
ALLIED
PROFESSIONALS/NEP
ANA

Ron Beer

12/16/2024

Date

Jennifer Huber

Lori Bliss RN

Carl Holroyd

K. Margone

Joe J. J. J.

Frank Amstrong

4-26-2024

Date

APPENDIX A
GCMC/PASNAP: Grievance Processing Form

Date _____

Grievance # _____

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!!!):

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 _____

Jul-23	GCMC_PASNAP 2	GCMC PASNAP 1		
	24/7	Non 24/7	Per Diem	
Years of Experience	Valued Contributor	Valued Contributor		
0	\$ 35.88	\$ 30.86	2024	
1	\$ 36.41	\$ 31.62	Years of Experience	
2	\$ 36.59	\$ 32.09	1-10 years	\$ 44.00
3	\$ 37.07	\$ 32.57	11 -15 years	\$ 46.91
4	\$ 37.36	\$ 33.05	> 15 years	\$ 51.60
5	\$ 37.63	\$ 33.53		
6	\$ 38.00	\$ 34.03		
7	\$ 38.39	\$ 34.88	2025	
8	\$ 39.19	\$ 35.70	Years of Experience	
9	\$ 39.82	\$ 36.54	1-10 years	\$ 45.32
10	\$ 40.60	\$ 37.35	11 -15 years	\$ 48.32
11	\$ 41.18	\$ 38.18	> 15 years	\$ 53.15
12	\$ 41.77	\$ 39.03		
13	\$ 42.56	\$ 39.86		
14	\$ 43.36	\$ 40.68	2026	
15	\$ 44.16	\$ 41.54	Years of Experience	
16	\$ 44.82	\$ 42.12	1-10 years	\$ 46.68
17	\$ 45.50	\$ 42.74	11 -15 years	\$ 49.77
18	\$ 45.83	\$ 43.06	> 15 years	\$ 54.74
19	\$ 46.22	\$ 43.39		
20	\$ 46.57	\$ 43.74		
21	\$ 46.95	\$ 44.06		
22	\$ 47.32	\$ 44.37		
23	\$ 47.67	\$ 44.76		
24	\$ 48.05	\$ 45.13		
25	\$ 48.46	\$ 45.52		
26	\$ 48.84	\$ 45.89		
27	\$ 49.23	\$ 46.24		
28	\$ 49.44	\$ 46.45		
29	\$ 49.71	\$ 46.66		
30	\$ 50.07	\$ 46.88		
31	\$ 50.58	\$ 47.08		
32	\$ 51.07	\$ 47.30		
33	\$ 51.60	\$ 47.46		
34	\$ 52.07	\$ 47.65		
35	\$ 52.63	\$ 47.79		

Jun-24	GCMC_PASNAP 2	GCMC PASNAP 1
Years of Experience	24/7	Non 24/7
0	\$ 39.75	\$ 34.00
1	\$ 39.83	\$ 34.25
2	\$ 40.42	\$ 35.10
3	\$ 40.61	\$ 35.62
4	\$ 41.15	\$ 36.15
5	\$ 41.47	\$ 36.69
6	\$ 41.77	\$ 37.22
7	\$ 42.18	\$ 37.77
8	\$ 42.61	\$ 38.72
9	\$ 43.50	\$ 39.63
10	\$ 44.20	\$ 40.56
11	\$ 45.07	\$ 41.46
12	\$ 45.71	\$ 42.38
13	\$ 46.36	\$ 43.32
14	\$ 47.24	\$ 44.24
15	\$ 48.13	\$ 45.15
16	\$ 49.02	\$ 46.11
17	\$ 49.75	\$ 46.75
18	\$ 50.51	\$ 47.44
19	\$ 50.87	\$ 47.80
20	\$ 51.30	\$ 48.16
21	\$ 51.69	\$ 48.55
22	\$ 52.11	\$ 48.91
23	\$ 52.53	\$ 49.25
24	\$ 52.91	\$ 49.68
25	\$ 53.34	\$ 50.09
26	\$ 53.79	\$ 50.53
27	\$ 54.21	\$ 50.94
28	\$ 54.65	\$ 51.33
29	\$ 54.88	\$ 51.56
30	\$ 55.18	\$ 51.79
31	\$ 55.58	\$ 52.04
32	\$ 56.14	\$ 52.26
33	\$ 56.69	\$ 52.50
34	\$ 57.28	\$ 52.68
35	\$ 57.80	\$ 52.89
36	\$ 58.42	\$ 53.05
37	\$ 59.04	\$ 53.20

Jun-25	GCMC_PASNAP 2	GCMC PASNAP 1
Years of Experience	24/7	Non 24/7
0	\$ 40.15	\$ 34.34
1	\$ 40.94	\$ 35.02
2	\$ 41.02	\$ 35.28
3	\$ 41.63	\$ 36.15
4	\$ 41.83	\$ 36.69
5	\$ 42.38	\$ 37.24
6	\$ 42.71	\$ 37.79
7	\$ 43.02	\$ 38.33
8	\$ 43.45	\$ 38.91
9	\$ 43.89	\$ 39.88
10	\$ 44.81	\$ 40.82
11	\$ 45.53	\$ 41.78
12	\$ 46.42	\$ 42.70
13	\$ 47.08	\$ 43.65
14	\$ 47.76	\$ 44.62
15	\$ 48.66	\$ 45.57
16	\$ 49.57	\$ 46.51
17	\$ 50.49	\$ 47.49
18	\$ 51.24	\$ 48.16
19	\$ 52.02	\$ 48.86
20	\$ 52.40	\$ 49.23
21	\$ 52.84	\$ 49.61
22	\$ 53.24	\$ 50.01
23	\$ 53.68	\$ 50.37
24	\$ 54.10	\$ 50.73
25	\$ 54.50	\$ 51.17
26	\$ 54.94	\$ 51.60
27	\$ 55.40	\$ 52.04
28	\$ 55.84	\$ 52.47
29	\$ 56.28	\$ 52.87
30	\$ 56.52	\$ 53.11
31	\$ 56.83	\$ 53.35
32	\$ 57.25	\$ 53.60
33	\$ 57.83	\$ 53.83
34	\$ 58.39	\$ 54.08
35	\$ 58.99	\$ 54.26
36	\$ 59.53	\$ 54.48
37	\$ 60.17	\$ 54.64

Feb-26	GCMC_PASNAP 2	GCMC PASNAP 1
Years of Experience	24/7	Non 24/7
0	\$ 40.55	\$ 34.68
1	\$ 41.35	\$ 35.37
2	\$ 42.17	\$ 36.07
3	\$ 42.25	\$ 36.34
4	\$ 42.88	\$ 37.24
5	\$ 43.09	\$ 37.79
6	\$ 43.65	\$ 38.35
7	\$ 44.00	\$ 38.92
8	\$ 44.31	\$ 39.48
9	\$ 44.75	\$ 40.07
10	\$ 45.21	\$ 41.07
11	\$ 46.15	\$ 42.04
12	\$ 46.89	\$ 43.03
13	\$ 47.81	\$ 43.98
14	\$ 48.49	\$ 44.96
15	\$ 49.19	\$ 45.96
16	\$ 50.12	\$ 46.94
17	\$ 51.06	\$ 47.90
18	\$ 52.00	\$ 48.92
19	\$ 52.78	\$ 49.60
20	\$ 53.58	\$ 50.33
21	\$ 53.97	\$ 50.71
22	\$ 54.43	\$ 51.10
23	\$ 54.84	\$ 51.51
24	\$ 55.29	\$ 51.89
25	\$ 55.72	\$ 52.25
26	\$ 56.14	\$ 52.71
27	\$ 56.58	\$ 53.15
28	\$ 57.07	\$ 53.60
29	\$ 57.51	\$ 54.04
30	\$ 57.97	\$ 54.45
31	\$ 58.22	\$ 54.70
32	\$ 58.54	\$ 54.95
33	\$ 58.96	\$ 55.21
34	\$ 59.56	\$ 55.44
35	\$ 60.14	\$ 55.70
36	\$ 60.76	\$ 55.89
37	\$ 61.32	\$ 56.11

CRNA No Scale

Minimum Hiring Rate	\$ 97.00				
New Hires brought on based on internal equity and years of experience.					
2024 - 5% across the board					
2025 - 3%					
2026 - 3%					

APPENDIX C

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.