

## **PREAMBLE**

This AGREEMENT made and entered into the 26th of May 2023, by and between G&G ANESTHESIA (the “Employer”), and the WYOMING VALLEY CERTIFIED REGISTERED NURSE ANESTHETIST ASSOCIATION/PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS (PASNAP) (the “Association”), acting herein on behalf of the employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the employees.

## **ARTICLE 1** **RECOGNITION**

**Section 1** - The Employer G&G Anesthesia hereby recognizes the Pennsylvania Association of Staff Nurses and Allied Professionals, 3031 Walton Rd, Suite 104 Plymouth Meeting, PA, 19462 through its local Wyoming Valley Certified Registered Nurse Anesthetist Association, as the exclusive collective bargaining representative for all full time, part time, and regular per diem certified registered nurse anesthetists employed by the Employer at Wilkes-Barre General Hospital and Center for Same Day Surgery, located in Wilkes-Barre Pennsylvania, excluding all other employees, which term includes without limitation guards, supervisors, professional, technical, clerical and confidential employees.

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

## **ARTICLE 2** **MANAGEMENT RIGHTS**

**Section 1** – The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and workforce and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, unless abridged by the express provisions of this Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire, promote, layoff, recall, assign, transfer, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer in whole or in part and/or to sub-contract the same; hire or contract with per diem, temporary, agency or non-bargaining unit employees and utilize volunteers and student interns; determine and schedule when overtime shall be worked consistent with applicable law; install or remove equipment; transfer or relocate any or all of the operations or business to any location, or discontinue such operations, by sale or otherwise, in whole or in part, at any time; establish, increase or decrease the number of work shifts, the duration of any shift, and their starting and ending times; determine the work duties of employees; promulgate, revise, post and enforce rules and regulations governing the conduct and performance of employees; select supervisory and the chief certified registered nurse anesthetist

employees; train employees; establish, maintain, revise or discontinue functions, programs and standards of service or processes; establish, change, combine or abolish job classifications and determine qualifications; determine reasonable work performance levels and standards of performance of the employees, and in all respects carry out the ordinary and customary functions of management. Furthermore in the event of a government mandated shutdown of services or a declared health pandemic, the Employer shall have the right to make whatever changes deemed necessary to provide for the safety of patients even if they are otherwise restricted by other provisions of this Agreement.

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

The Employer shall have the sole right to determine what constitutes such new technology, equipment or processes.

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

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

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

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

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

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

## ARTICLE 3

### UNION SECURITY

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

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

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

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

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

## ARTICLE 4

### MEMBERSHIP DUES AND FAIR SHARE FEE CHECKOFF

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

**Section 2** - As a precondition to the collection of fair share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides non-members, by way of annual notice, with sufficient information to gauge the propriety of the fair share fee, and that responds to challenges by non-members to the amount of the fair share fee. The procedure shall provide for an impartial hearing before an arbitrator to resolve disputes regarding the amount of the fair share fee.

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

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

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

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

## **ARTICLE 5**

### **DETERMINATION OF WORK STATUS**

**Section 1** - An employee who is regularly scheduled to at least thirty (30) hours per week is considered to be a full-time employee and is eligible for benefits.

**Section 2** - An employee who is regularly scheduled to work less than thirty (30) hours per week is a Per Diem employee and not eligible for benefits. Per Diem employees may work more than thirty (30) hours in a week in order to fill in for the absence of a full-time employee. Per Diem employees shall be included in scheduling discussions prior to posting and be scheduled before non-bargaining unit employees. Per Diem employees shall not be subject to on-call.

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

**Section 4** - Temporary employees or non-bargaining unit employees may be hired by the Employer for a specific job not to exceed six (6) months. The Employer may extend such employment for one additional six (6) month period. Written notice of the extension shall be given to the Association. Following twelve (12) months of continuous employment, such employee may bid on a regular position. Non-bargaining unit employees may be used following twelve (12) months of continuous employment provided that there are open full-time positions. Temporary employees are not covered by this Agreement. Before hiring a temporary employee, the Employer shall first offer such temporary work to employees on lay-off. Such laid off employees must have the necessary qualifications to perform the temporary work and must commit to work the schedule of the temporary position. Such laid-off employees will be paid their current rate of pay and shall accrue benefits consistent with the Agreement based upon the hours they are working. While employed in a temporary position, laid-off employees shall retain recall rights under the terms of Article 14, Seniority, with Association approval, which shall not be unreasonably denied.

## **ARTICLE 6**

### **PROBATIONARY EMPLOYEES**

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

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

## **ARTICLE 7**

### **ASSOCIATION RIGHTS**

**Section 1** - Association Staff Representatives who have representation/contract administration responsibilities shall have reasonable access to Employer facilities in which bargaining unit employees are employed for the sole purpose of administering this Agreement, as long as such is permitted by the Hospital. The Association shall provide the Employer with a list of such representatives. Association Staff Representatives shall provide 24 hours advance notice to the Employer's Director of Human Resources or his/her designee, by telephone or by electronic mail, of the date of their visit, its intended purpose, and the area(s) that will be visited. Such visit(s) shall not interfere with the delivery of patient care services or the Employer's operations.

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

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

**Section 4** - Any time spent by a designated employee representative and/or bargaining unit employees under this Article during their working time shall be uncompensated, unless they specifically request to be compensated for such time by using accrued and unused paid time off.

**Section 5** - No Association business meetings shall be held on the premises of the Employer's facility any time, except upon approval of the Employer.

**Section 6** - No Association representative or employee shall engage in organizing activities, solicitation or distribution of literature at the Hospital at any time.

**Section 7** - The Employer shall provide the Association with an updated bargaining unit seniority list semi-annually – as of June 30 and December 31. Such lists shall also include the employees' date of certification as a Certified Registered Nurse Anesthetist and gross wages for each of the preceding six months. Currently-employed CRNAs shall provide the Employer with their CRNA certification date and the Employer shall obtain such information from newly-hired CRNAs. The Employer shall provide the Association with the name and home address of all newly-hired or terminated/separated bargaining unit employees, and the date of their hire or termination/separation.

**Section 8** - The Employer shall provide a copy of this Agreement to each newly-hired bargaining unit employee.

## **ARTICLE 8**

### **BULLETIN BOARDS**

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

## **ARTICLE 9**

### **PERSONNEL RECORDS**

**Section 1** - Employees and/or their designated representative shall have access to their human resources personnel file electronically upon request.

## ARTICLE 10

### **NO STRIKE - NO LOCKOUT**

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

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

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

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

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

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

**Section 7** - In addition to the above, should any strike, sympathy strike, slowdown, walkout, sit down, stoppage, interruption or delay of work or boycott, whether they be of a primary or secondary nature, or any other activities which interfere, directly or indirectly, with the Employer's operations occur, the Association, within four (4) hours of a request by the Employer, shall do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively, from engaging or continuing in the type of activities described above. Specifically, the Association shall take at least the following steps:

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

## ARTICLE 11

### **DISCIPLINE AND DISCHARGE**

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

**Section 2** – Documentation of employee discipline shall be retained in the employee's Human Resources file. Verbal and written warnings shall not be relied upon by the Employer twelve (12) months after the date of the warning, provided that there has been no repetition of the conduct or unsatisfactory performance giving rise to the warning. Warnings more than twelve (12) months old may not be used to support a disciplinary decision, but they may be used to show that the employee had received prior notice of the particular rule violation or unsatisfactory performance issue.

**Section 3** - When an employee reasonably believes that an interview with management may result in his/her discipline, the employee, upon request, shall be permitted to have an Association representative or employee representative present during such interview, as long as their presence does not impede or interfere with the interview. Association representative or employee representative shall be compensated for time spent at such disciplinary interview(s) only if they are conducted during the Association or employee representative's scheduled work hours.

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

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

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

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

**Section 8** - The Association and the Employer strongly believe that a drug-free workplace should be maintained and therefore agree that the Employer may require employees to



undergo substance abuse testing in accordance with its policies and procedures under the following circumstances:

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

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

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

**Step 1:** Grievances shall be presented, in writing, first to the employee's immediate supervisor (the Chief CRNA) on a form as provided by the Association (Appendix B) no later than fourteen (14) calendar days from the date of the occurrence giving rise to the grievance, or from the date on which the employee reasonably should have become aware of the occurrence, whichever date is later. The grievance shall identify the specific contract clauses allegedly violated, the Employer representative(s) involved in the alleged violation (if known at the time of filing), the employees involved, a brief description of the alleged contract violation and the specific relief requested. An in-person meeting or a teleconference to discuss the grievance shall be held within ten (10) calendar days after the Employer's receipt of the grievance. A written answer shall be made available to the local Association representative within ten (10) calendar days after the Step 1 discussion.

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

**Section 2** - Subject to staffing and patient care needs, Association representatives shall to investigate and process grievances

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

the mutual, written consent of the parties.

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

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

## **ARTICLE 13**

### **ARBITRATION**

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

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

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

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

## ARTICLE 14

### SENIORITY

#### **Section 1 – Definition**

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

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

#### **Section 2 - Accrual**

- a. A newly-hired employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to his/her most recent employment start date.
- b. Seniority shall accrue during a continuous authorized leave of absence or layoff with or without pay for up to one (1) years provided the employee returns to work immediately following the expiration of such leave, or in the event of layoff, the employee is recalled to employment.

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

- a. quits, resigns or terminates voluntarily;
- b. retires;
- c. is discharged for just cause;
- d. fails to return to work within three (3) days after the expiration of an authorized leave of absence, unless he/she notifies the Employer prior to such expiration of his/her inability to return to work for a reason deemed to be satisfactory by the Employer;
- e. is laid off for a period of twelve (12) consecutive months;

- f. fails to return to work within five (5) calendar days of recall from layoff, after written notice to return to work has been sent by the Employer by U.S. Mail (return receipt requested) to the last address furnished to the Employer by the employee;
- g. is absent for one (1) scheduled work day without notifying the Employer, unless the employee can provide a reason for the inability to provide notice which is reasonable.
- h. violates the No Strike - No Lockout article.
- i. In the event an employee is re-hired by the Employer and returns to a bargaining unit position within three (3) months of his/her resignation, the employee shall have his/her previously accrued seniority restored after completing his/her probationary period.

#### **Section 4 – Application**

- a. Except as may be otherwise defined or limited by a specific provision of this Agreement or applicable benefit plan, seniority shall apply wherever seniority is specifically listed as a factor in determining the eligibility and/or computation of benefits and the scheduling of paid time off, and in all other cases where seniority is specifically listed as a factor in making employment decisions, including layoffs (Section 5 below) and low census staffing situations (Article 15).
- b. The seniority rank of employees who commenced employment on the same date will be determined by alphabetical order (A-Z).

#### **Section 5 – Layoff**

- a. In the event the Employer decides to eliminate a position or to permanently reduce the number of employees, the Employer shall notify the Association and the affected employees fourteen (14) calendar days in advance of the layoff except in the event of a government mandated shutdown. The Employer shall meet with the Association and the affected employees as soon as practicable after providing notice to the Association.
- b. In the event the Employer decides to lay off employees, temporary and probationary employees shall be laid off first in that order.
- c. Non-probationary employees shall be the next to be laid off in the inverse order of seniority.
- d. Upon knowledge of an impending layoff or reduction in force, the Employer will freeze all open bargaining unit positions and they shall not be available to external applicants.
- e. 100% of all remaining accrued Paid Time Off shall be paid out the next pay period following the employee's last day of work in the event of a layoff.

#### **Section 6 – Recall from Layoff Status**

- a. Whenever a vacancy occurs in the bargaining unit, employees who are on layoff shall be recalled in the reverse order in which they were laid off. Laid off employees will be given the opportunity for recall to any vacant bargaining unit position provided the employee has the

necessary skills, license, certification, education, experience and ability to perform in the position at the required level with a normal orientation to the unit and its procedures. Where laid off employees wish to be considered for temporary recall to temporary vacancies, they will be placed on a list for call-in.

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

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

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

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

### **Section 7 - Job Posting and Bidding**

a. Where a vacancy in a CRNA position, excepting the Chief CRNA position, occurs and the Employer decides to permanently fill the position, the Employer shall publish a notice of such vacancy for a period of not less than ten (10) working days, excluding weekends and holidays, before the vacancy is filled. The notice shall include the shift hours (e.g. 8 hour shift, 12 hour shift, etc.) and category of employment (i.e. full-time, part time or *per diem*). Qualifications shall be the required skills, license, certification, education, experience and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

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

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

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

## **Section 8 - Transfer**

- a. When the Employer determines that a permanent transfer of employees is required to a different shift or schedule within a category, it shall first ask for volunteers. When more volunteers than positions are available, the transfer will be awarded to the volunteer with the greatest seniority. If an insufficient number of employees volunteer, the involuntary permanent transfer will be assigned to the employees with the least seniority. In either event, the employee must have the required skills, license, certification, education, experience and ability to perform the duties of the position at the required level with normal orientation to the unit and its procedures.
- b. In the event it becomes necessary to temporarily reassign employees from one shift to another shift, volunteers with the greatest seniority and who have the required skill and ability, shall be transferred first. Should there be insufficient volunteers, the Employer shall utilize *per diem* employees first, and to the fullest extent possible, then transfer employees to the other shift on a rotating basis starting with the least senior employee. Employees shall be returned to their former shift in reverse order of transfer.

## **ARTICLE 15**

### **LOW CENSUS STAFFING**

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

- a. All shifts by agency employees, regular and overtime, shall first be canceled.
- b. All shifts by temporary employees shall then be canceled, followed by per diem employee shifts.
- c. Extra hours scheduled to be worked by regular part-time employees shall be reassigned or canceled;
- d. On a rotating basis, the most senior employee in the affected group may request the day off but all full-time employees will continue to be paid their salary during their day off.
- e. In the event further reductions are needed, the Employer will cancel, on a rotating basis, the least senior employee in the affected group. If the employee is a full-time employee, they will receive their salary for that day/week.

**Section 2** – In the event of a low census cancellation, bargaining unit work shall not be performed by non-bargaining unit professionals, supervisory and/or management personnel, except that the Chief CRNA may perform such work.

## ARTICLE 16

### **HEALTH AND SAFETY**

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

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

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

## ARTICLE 17

### **HOURS AND OVERTIME**

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

When changes in shifts, start times, and shift durations are anticipated, the Employer shall notify the Association and the affected employees as soon as practicable before implementation of the scheduled change.

**Section 2** - Employees will be hired to work on a salaried basis.

- a. The work day begins at 7:00 a.m. and ends 23 hours and 59 minutes later at 6:59 a.m.
- b. The pay period begins at 12:00 a.m. on a Sunday and is bi-monthly.
- c. For the purpose of calculating overtime, the work week shall be defined as either the first seven days or the last seven days of the bi-monthly pay period.
- d. Employees may be regularly scheduled for shifts of four (4), eight (8), ten (10), twelve (12), or twenty-four (24) hours per day consistent with the terms of this article.
- e. The above defines the normal hours of work barring a layoff, reduction in hours or modification of shift times in accordance with this Agreement and shall not be construed as a guarantee of hours.

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

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

**Section 4** - The Employer shall make every effort to post work schedules at least two (2) weeks in advance.

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

**Section 6** - Employees shall not be required to work split shifts or be required to work beyond the end of their regularly-scheduled shift except as per the criteria determined by applicable law. Before requiring an employee to work unscheduled overtime, the Employer shall make a reasonable effort to obtain another CRNA to work the unscheduled overtime, including but not limited to, soliciting a volunteer. If the Employer determines that the required overtime will exceed three (3) hours, the Employer shall continue to make a reasonable effort to obtain a replacement as soon as possible for the employee who has been held over. No employee shall be required to work in excess of sixteen (16) consecutive hours, except where their regular and/or voluntary work schedule includes a twenty-four (24) hour shift.

**Section 7 - Payment for Hours Worked In Excess of 40 Hours** - Employees shall receive one and one-half (1-1/2) times their regular straight-time hourly rate for actual hours worked, including any/all premium pay and/or shift differentials to which they are entitled, in excess of forty (40) hours worked in a given workweek. For the purpose of determining actual hours worked to compute the overtime payment herein, paid holidays and time spent in court on behalf of the Employer shall be included as actual hours worked. Scheduled paid time off and jury duty shall not be included as actual hours worked. There shall be no "pyramiding" of the overtime pay provided by Sections 7 and 8 above.

**Section 8** - Employees may request and be scheduled for additional hours by seniority and on a rotational basis.

**Section 9** - Employees must have all overtime approved by the supervisor prior to working overtime. Where emergency circumstances make this impossible, the employee must obtain approval as soon as practicable.

**Section 10** - Available hours and/or shifts will be made known to bargaining unit employees via a posted list. Starting with the most senior employee, each full time employee shall be permitted to select an extra shift and/or hours. Once all full time employees have exhausted this process, the remaining extra shifts and/or hours will then be offered to any available employees, starting with the most senior employee. In the event any available



hours/shifts remain after the process is completed, supervisory, non-bargaining unit professionals and management level staff may be scheduled to fulfill the staffing need, however, at any time, the Chief CRNA may be scheduled to fulfill the staffing need.

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

**Section 11** - If during a shift the Employer in its discretion determines that the employee's services are not needed for the remainder of the shift, the Employer will notify the employee and permit him/her to be relieved of duty and leave the premises.

A full-time employee will nonetheless be paid for the full scheduled shift hours for which they have been relieved. The order in which employees will be permitted to leave the premises will be the order specified in Article 15, Low Census Staffing.

## **ARTICLE 18**

### **LEAVE**

#### **Section 1** - Family and Medical Leave Act Benefits

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

## **ARTICLE 19**

### **JURY DUTY**

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

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

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

**Section 4** - In order to obtain pay for hours lost due to jury duty, the full-time employee must submit a copy of the reimbursement voucher to the Director of Human Resources of their designee at the conclusion of jury duty. Employees shall use PTO to cover their absence, if

available. The Employer will pay full-time employees their regular salary for jury duty only if the employee has no PTO available. Jury duty time shall not count as hours worked for overtime purposes.

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

## **ARTICLE 20**

### **MILITARY LEAVE**

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

## **Article 21**

### **BEREAVEMENT LEAVE**

**Section 1** - Full-time employees shall be entitled to a maximum of three (3) days absence with pay for the death of an employee's spouse, domestic partner, parent (biological or step), children (biological, adopted, fostered, or step), siblings (biological, adopted, fostered, or step), parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, grandparent or great-grandparent and a maximum of one (1) day absence with pay for the death of an employee's niece, nephew, aunt or uncle, and spouses of aunts and uncles. Employees shall use PTO time to cover these absences if available. If an employee desires to be paid for additional time off, they shall use their accrued paid time off.

## **ARTICLE 22**

### **WAGES**

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

**Section 2** – Cardiac Clinical Performance Bonus. Each CRNA will be evaluated starting June 1, 2023 for potential distribution of a bonus in the amount of \$200 per case, with a maximum of \$20,000 per year after demonstrating completion of training, being awarded the privilege by the hospital and utilizing the skill in the delivery of care. The Company shall determine, according to the criteria outlined in Appendix B, what bonuses will be distributed. Bonuses will be paid in the first full pay period following May 31<sup>st</sup>, 2024

**Section 3** - Opportunities to achieve the competencies and earn the bonuses listed in

sections (4), of this Article shall not be unreasonably denied. CRNAs shall arrange for applicable training with the Chief CRNA.

**Section 4** - The on-call rate for the term of this Agreement shall be \$400 for weekday call days and \$800 for weekend call days. If an employee is called into work, he/she shall be paid time and one-half their regular hourly rate of pay for all hours worked after two (2) hours on weekdays and after four (4) hours on weekends. All employees shall be required to take call as determined by the Company and its representatives. If taking OB call, the CRNA must be qualified to place and manage epidurals.

**Section 5** - Retroactive to March 20, 2023, Employees who are designated to serve in the Chief CRNA role while the Chief CRNA is on vacation shall be paid an additional sum of one hundred (\$100) per day while performing those functions. Only one (1) employee may be assigned per day in this role to cover while the CRNA is on vacation.

**Section 6** – Per diem employees shall receive a four (4) hour guarantee on days when they are scheduled to work once they report to work. If an entire shift for per diem employees is to be canceled, they shall receive no less than ninety (90) minutes notice prior to the cancellation.

## **ARTICLE 23**

### **PAID HOLIDAYS**

**Section 1** - After completion of their probationary period, regular full-time employees shall be entitled to the following paid holidays:

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

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

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

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

**Section 4** - When an employee is scheduled to work on a holiday, he/she shall be paid time and one half his/her regular pay, for the hours worked on the holiday.

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

## **ARTICLE 24**

### **PAID TIME OFF**

**Section 1-** Effective January 1, 2025, and each year of this Agreement, all regular full-time CRNA employees shall receive pro-rated paid time off, including any/all differentials and premium pay to which they are entitled, up to maximum of forty (40) days (three-hundred twenty hours (320)). Full -time off shall be used for sick leave, medical emergencies, maternity leave, educational leave for continuing medical education, jury duty, bereavement leave and vacation use subject to mutual agreement of CRNA and the Employer.

**Section 2** - Regular full-time employees hired after ratification of this Agreement, upon completion of their probationary period, shall receive paid time off on a pro-rated basis based on the date their probationary period ends.

**Section 4-** Requests for paid time off shall be submitted in writing to Human Resources or his/her designee at least ninety (90) days prior to the requested date. Requests for paid time off with less than ninety (90) days will be considered under the following circumstances:

- a) Staffing is not decreased in a way that interferes with the operation, as determined by management;
- b) The request is approved by both the Chief CRNA and Regional Manager; and
- c) The request is based on an emergency need that could not be foreseen ninety (90) days in advance, and is supported by reasonable documentation

**Section 5-** The following rules shall apply to vacation scheduling, which shall take place October 1 every year for the following calendar year:

- 1) All employees may select one week of vacation (40 hours) for the following year based on seniority. Once all employees have selected one week of vacation, employees may select a second week of vacation in seniority order.
- 2) Holidays are broken up into major and minor. Major holidays include Christmas, Thanksgiving, and 4th of July. Minor holidays include New year, Memorial Day, Labor Day. Employees are only eligible to choose 1 major and 1 minor holiday week per year until after the 3rd round of selections. Order will be by seniority. If a holiday week is chosen, employees are exempt from choosing a holiday week in that category the following year until after the 3rd round of selections.
- 3) With current staffing numbers (as of the date of this contract amendment), only two (2) people are allowed to take vacation at any given time to prevent staffing shortages. Additionally, only two (2) people are allowed to take vacation on holiday weeks due to staffing shortages created by providing holiday hours. As Full-time staff numbers increase, 3 people may be allowed off on additional weeks including holiday weeks in unison with the total number of full-time staff.

- 4) Despite Section 3 above and even if the overall staffing numbers improve, no more than two (2) employees shall be off during premium time, which is defined as Memorial Day to Labor Day.
- 5) No more than two(2) 24 hr. people can be off in a week due to coverage issues created.

**Section 6** - Employees in active employment may elect to cash out earned, but unused paid time off to a maximum of five (5) days (forty (40) hours) each calendar year. Requests to cash out paid time must be submitted in writing to the Director of Human Resources or his/her designee by no later than December 1 of each year. Upon managers' approval and based on being understaffed as determined in the sole discretion of the Employer, management will remove the five (5) day (forty (40) hours) cap on paying out unused paid time off at the end of the calendar year.

**Section 7** - Paid time off shall continue to accrue during a leave of absence for military duty or during the period of time called to military duty.

**Section 8** - Employees shall accrue paid time off during leaves of absence consistent with Article 18, Family and Medical Leaves of Absence.

**Section 9** - Employees may use accumulated paid time off to cover the difference between the employee's regular pay and the actual amount paid to the employee under the Pennsylvania Workers Compensation Law or under the Short Term Disability Plan provided in Article 31 herein or the Long Term Disability Plan provided in Article 32 herein. In the aggregate, such benefits in any given day shall not exceed the employee's regular daily pay.

**Section 10** - Paid time off shall be authorized for the employee's own medical condition and/or for the illness of family members.

**Section 11** - Employees will not be penalized by the attendance policy for utilizing paid time off for illness or injury requiring inpatient treatment or for work-related illnesses or injuries.

**Section 12** - Employees are required to provide the Employer with ninety (90) days written notice of resignation of employment. However, employees who resign their employment with 60 days prior written notice to the Employer are eligible to cash out earned, but unused paid time off, inclusive of all carry-over of earned, but unused paid time off. Such paid time off shall be paid within thirty (30) calendar days of termination date.

## **ARTICLE 25**

### **NON-DISCRIMINATION**

Neither the Employer nor the Union will discriminate based on race, color, national origin, religion, gender, gender identity, marital status, age, sexual orientation, disability or lawful union activity, or retaliate based upon the making of a complaint of any such discrimination. Any categories protected from discrimination in the Employer's non-discrimination policies shall be automatically incorporated as a category covered by this paragraph.

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

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

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

## **ARTICLE 26**

### **LABOR-MANAGEMENT MEETINGS**

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

## **ARTICLE 27**

### **MISCELLANEOUS BENEFITS**

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

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

**Section 3 - Long Distance Transport Meal Account** - For long distance transport (more

than 50 miles one way), the Employer will reimburse up to \$20 per trip for meals, upon submission of receipts.

**Section 4 - Fees and Dues** - The Employer will pay for re-credentialing fees required RN and CRNA licensure fees, and American Association Nurse Anesthetists dues for each CRNA.

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

**Section 6 - Total Reimbursements**-The total amount of reimbursement for full-time CRNA employees) under Sections 1 and 5 above shall not exceed \$2,500 in any calendar year.

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

## ARTICLE 28

### **MEDICAL, DENTAL AND VISION INSURANCE**

The Employer shall continue to provide to all full-time bargaining unit employees a medical, dental and vision insurance plan on the same terms in which it offers to all non-bargaining unit employees, as that plan may be amended, modified or changed. The Employer will not raise the cost of the employee-paid premiums for the life of this Agreement.

Beginning January 1, 2024, the Employer shall offer an annual \$1,500 contribution to each employee's Health Savings Account if the employee participates in the Employer's high deductible health insurance plan..

## ARTICLE 29

### **LIFE INSURANCE**

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all full-time bargaining unit employees, at no cost to the employee, group life insurance coverage consisting of, or comparable to, the Employer's currently provided group life insurance plan with policy coverage (which shall not be diminished) at \$50,000. Additionally, employees may participate in any voluntary life insurance policies as offered by Employer.

## ARTICLE 30

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all full-time bargaining unit employees, at no cost to the employee, accidental death & dismemberment insurance coverage consisting of, or comparable to, the Employer's currently provided accidental death & dismemberment insurance plan with policy coverage (which shall not be diminished) at \$50,000.

## **ARTICLE 31**

### **SHORT TERM DISABILITY INSURANCE**

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all full-time bargaining unit employees, at the employee's cost, a short-term disability plan consisting of, or comparable to, the Employer's currently provided short-term disability plan.

## **ARTICLE 32**

### **LONG TERM DISABILITY INSURANCE**

Upon ratification and throughout the term of this Agreement, the Employer shall provide to all benefits-eligible bargaining unit employees, at the employee's cost, a long-term disability plan consisting of, or comparable to, the Employer's currently provided long-term disability plan.

## **ARTICLE 33**

### **401(k) Plan**

Upon ratification and throughout the term of this Agreement, subject to the terms of the plan in place, the Employer shall provide all eligible bargaining unit employees the opportunity to participate in its 401(k) Plan, along the same terms and conditions in which the plan is offered to all other employees.

## **ARTICLE 34**

### **LIABILITY INSURANCE**

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

## **ARTICLE 35**



## **ENTIRE AGREEMENT**

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

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

## **ARTICLE 36**

### **SEPARABILITY AND SAVINGS**

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

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

**ARTICLE 37**

**DURATION**

This Agreement shall become effective upon ratification and shall remain in effect from May 26, 2023 through May 26, 2028.

G&G ANESTHESIA

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

\_\_\_\_\_

*Annmarie Muecke*  
\_\_\_\_\_

\_\_\_\_\_

*Amy Campbell*  
\_\_\_\_\_

\_\_\_\_\_

*Wesley Dineen*  
\_\_\_\_\_

\_\_\_\_\_

*Kelsey Mihal*  
\_\_\_\_\_

\_\_\_\_\_

8/8/2024  
\_\_\_\_\_

Date

Date

**APPENDIX**

Date \_\_\_\_\_

Grievance # \_\_\_\_\_

G&G//PASNAP Grievance Processing Form

Name of Grievant(s) \_\_\_\_\_

Position \_\_\_\_\_ Unit \_\_\_\_\_ Shift \_\_\_\_\_ Phone \_\_\_\_\_

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

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

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***Remedy Requested:***

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Signature of Grievant

Signature of Union Representative

First Step Response by (name) \_\_\_\_\_ Date \_\_\_\_\_

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Appealed to Second Step by: \_\_\_\_\_ Date \_\_\_\_\_

Second Step Response by (name) \_\_\_\_\_ Date \_\_\_\_\_

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## **APPENDIX A**

Effective July 1, 2024, all full-time employees shall be paid a minimum base salary of \$248,000 for the life of this Agreement. Per diem employees shall be paid a minimum base rate of \$150 per hour for the life of this Agreement.

## **APPENDIX B**

### **Criteria for Cardiac Bonus**Cardiac

An employee shall be considered eligible for this bonus after performing work in 10 Cardiothoracic Surgeries.



## MEMORANDUM OF AGREEMENT CONCERNING VACATION BUY-OUT

Given the recruiting and staffing challenges that exist in the area, the Employer and the Union (hereinafter "the Parties"), desire to help the Employer hire and retain the best bargaining unit employees and to alleviate current staffing concerns. To that end, the Parties further understand that some employees may be willing to forgo vacation time for additional pay in lieu of vacation time off. For that reason, the Parties have agreed to enter into this Memorandum of Agreement, which shall be effective for a twelve (12) month period from January 1, 2025 through December 31, 2025, the terms and conditions which are set forth as follows:

Starting January 1, 2025, all full-time employees will have the option to out of up to five (5) weeks (200 hours) of vacation upon the following schedule:

1. The Employer will pay \$6000 for the first week of vacation sold back by the employee who agrees to work an additional week during the calendar year.
2. The Employer will pay \$6200 for the second week of vacation sold back by the employee who agrees to work a second additional week during the calendar year.
3. . The Employer will pay \$6400 for the third week of vacation sold back by the employee who agrees to work a third additional week during the calendar year.
4. . The Employer will pay \$6600 for the fourth week of vacation sold back by the employee who agrees to work a fourth additional week during the calendar year.
5. . The Employer will pay \$6800 for the fifth week of vacation sold back by the employee who agrees to work a fifth additional week during the calendar year.

For purposes of this Memorandum of Agreement only, employees will be permitted to allow their PTO balance to go into a negative balance for up to forty (40) hours in the first quarter of the calendar year.

This Memorandum of Agreement will be in effect from January 1, 2025 through December 31, 2025 while the Employer is short-staffed, with the understanding that the Employer may extend this Memorandum of Agreement at the end of the calendar year for an additional twelve (12) months if the Employer decides, in its sole discretion, that such is needed to address short-staffing needs.

Agreed to this \_\_\_\_\_ day of July 2024.

G&G ANESTHESIA

WYOMING VALLEY CERTIFIED

REGISTERED NURSE ANESTHETIST

ASSOCIATION/PENNSYLVANIA

ASSOCIATION OF STAFF NURSES AND

ALLIED PROFESSIONALS (PASNAP)



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