

AGREEMENT

BETWEEN

**PENNSYLVANIA ASSOCIATION
OF STAFF NURSES AND
ALLIED PROFESSIONALS**

AND

GEISINGER COMMUNITY MEDICAL CENTER

April 26, 2024 through June 30, 2027

FOR AP EMPLOYEES

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PREAMBLE

This Agreement made and entered into on or about April 25, 2024, by and between Geisinger Health (hereinafter referred to as “Clinic” 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, PA 19462, acting herein on behalf of those employees of the Clinic who now or hereafter during the term of this Agreement are employed in positions at the Clinic 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 CLAUSE

Section 1 - Pursuant to the certification issued by the National Labor Relations Board on January 3, 2023 in 04-RC-303606, the Clinic recognizes the Union as the exclusive bargaining representative of the employees as defined in Section 2, hereof, for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment.

Section 2 - The bargaining unit shall consist of the following employees:

INCLUDED:

All full-time, regular part-time, and per diem Nurse Practitioners and Physician Assistants employed by the Employer at its 1800 Mulberry Street, Scranton, Pennsylvania facility.

EXCLUDED:

All other employees, office and clerical employees, managerial employees, guards, and supervisors as defined by the Act.

ARTICLE 2 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 Employer, 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 Employer 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 Employer; and ii.)
- ii. Notify all bargaining unit employees by making direct personal contact with them and by posting notices outside and inside the worksite (the Employer may designate special locations there), at the Union's offices and at other locations determined appropriate or necessary that the Union completely disapproves of and disavows such conduct or action(s), and instruct them to immediately cease and desist from any and all prohibited conduct; and
- iii. Take any and all other actions possible (i) to advise any others who have joined in such prohibited conduct to immediately cease and desist from same, and (ii) to prevent any other member, officer, representative and/or employee, individually and collectively, from further engagement in the same or any other such activities and/or conduct.

ARTICLE 3

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. Such representatives shall also have the right to visit employee break rooms, sole for the purpose of meeting with members of the bargaining unit.

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

Section 7 - The Employer shall inform each new employee and/or transferring system employee of the contractual relationship between the Hospital and the Union.

Section 8 - 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 or Fair Share fees. Such time shall be scheduled with the orientee(s) no later than two (2) weeks from their start date. Such time is uncompensated for the Union Representative leading orientation.

Section 9 - 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 4 UNION MEMBERSHIP

A. Maintenance of Membership

Section 1 - All employees of the Employer after the effective date of this Agreement shall become members of the Union no later than the 30th day following the ratification of this agreement or the 30th day after the start of their employment with the Employer thereafter, 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 2 - 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 4, B.

Section 3 - 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 Employer and the Union for this purpose. Such Authorizations shall be

provided to the Employer 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 Employer's Director of Human Resources or his/her designee with a copy to the Union.

ARTICLE 5 BULLETIN BOARDS

Section 1 - The Employer shall provide the Union with two (2) glass encased bulletin boards in the Hospital, in addition to the bulletin boards dedicated to the RN/CRNA bargaining unit, and reasonable access to break room bulletin boards for its posting of official notices or bulletins relating to official Union business which the Union desires to bring to the attention of bargaining unit employees, such as meeting notices, internal union election notices and notices about other local union business, one bulletin board will be in a location designated by the Employer on the Lower Level of the Hospital building, near the Employee Cafeteria; the second will be located 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, or 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.

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 Employer 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 Employer on the issue it has raised, the Employer may remove the material.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1 - Excepting only as specifically limited or abridged by express written provisions of this Agreement, the Clinic and its parent and related authority(ies) retain the full and exclusive right to manage the Clinic, including but not limited to the unlimited managerial rights and prerogatives at any time to: Direct, control and schedule all of the Clinic'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 Clinic 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, whether or not covered by this Agreement, or to another entity; Determine the number and kinds of employees to be employed, including Nurse Practitioners, Physician Assistants and supervisory employees, at any time within the Clinic or in any particular department, position, assignment or other category, and to increase or decrease that number as it sees fit at any time; establish, change, combine or abolish job classifications and determine their qualifications; hire, discipline or discharge, promote, demote or transfer employees, and relieve them from duty because of lack of work or other reasons; Maintain discipline, order and efficiency among its employees, including members of the bargaining unit herein involved; establish, revise, maintain and enforce work standards, work rules and schedules; Introduce new work methods and change or eliminate existing ones even if doing so causes reductions to the working force; determine at all times the work and duties of all employees and contractors, and hire or engage temporary or other non-bargaining unit employees as it determines necessary to perform any of its operations or services, including those performed by bargaining unit employees; reorganize or combine any operations, with any consequent reduction or other changes to the working force; determine the Clinic's overall budget and its budget for any specific department, function or program; and make all decisions affecting the Clinic'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 Clinic shall be entitled to exercise that right when and as it determines.

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

Section 4 - The Clinic 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, before implementation.

ARTICLE 7 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") must always first obtain express permission from her/his supervisor in order to leave her/his work to investigate and/or process a grievance, 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; upon proffering to her/his supervisor the true reason she/he wants to leave her/his work, the employee/Union representative shall immediately return to her/his work, as scheduled, immediately upon conclusion of his/her investigation or meeting. If the employee/Union representative's supervisor is unavailable at that time she/he is seeking to leave work for the reasons 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.

Any employee(s) with whom the employee/Union representative is meeting - including a Grievant or potential Grievant, must also obtain express permission from her/his supervisor in order to leave her/his work to meet with his or her Union representative, 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 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 a 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 action ("When did it first occur") and the dates of any subsequent occurrences, if known; 3) all contract clause(s) alleged to have been violated ("What contract articles/sections were violated"); and 4) the relief requested ("What does the Grievant want to happen"). Such grievances shall be signed by an authorized Union representative. Discussion about a conforming grievance between the Grievant and, if she/he wants, her/his authorized Union representative [one] and the immediate supervisor shall be held within ten (10) calendar days of receipt of the grievance. The written answer of the employee's supervisor or his/her designee shall be sent to the Grievant and, if applicable, the union representative within seven (7) days of the Step 1 discussion. If the problem is not mutually resolved at this first step, the Union can advance the grievance by presenting it in writing to the Employer as set forth in Step 2.

Step 2: If a Grievant who filed a timely filed grievance under Step 1 is not satisfied with the Employer'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 manager or her/his designee within seven (7) calendar days of the date the Employer's Step 1 answer was given to her/him and/or to the Union. Any discussion of the grievance with the manager at Step 2 shall be held within ten (10) calendar days after receipt of the timely-filed Step 2 grievance appeal, although the manager reserves the right to not meet if she/he believes a meeting would not be purposive. In that case, the manager will simply answer the grievance at Step 2 in writing.

The manager/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 manager/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 Employer'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 Human Resources or her/his designee within seven (7) calendar days of the date the Employer's Step 2 answer was given to her/him and/or to the Union. Any discussion of the grievance with 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 Human Resource/designee reserves the right to not meet if she/he believes a meeting would not be purposive. In that case, Human Resource /designee will simply answer the grievance at Step 3 in writing. 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 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 and grievance meetings may be forgone 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. Failure by the Employer to comply with the requirements of grievance processing under this Agreement, including those relating to an arbitration demand, will sustain 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 Employer (Director of Human Resources Officer) 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 Employer will, likewise, provide to the Union representative(s) the name and telephone numbers (office and cell) of its Director of Human Resources.

Section 10 - Any and all time spent 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 8 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 Employer's Step 2 answer, with a photocopy simultaneously e-mailed to the Employer's Director of Human Resources. The Demand for Arbitration shall identify the underlying grievance and shall attach a copy of it.

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

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

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

Section 3 - The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, modify or change any of the provisions of this Agreement. The arbitrator's decision shall be final and binding, subject to any statutory appeal rights either party may have. Money damages, if any awarded, shall be strictly limited to a Grievant's proven applicable back pay, reduced by all compensation earned by the Grievant (e.g. wages or any other form of earned compensation for work or services, however categorized; unemployment and worker's compensation benefits; etc.) and for failure to mitigate.

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

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

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

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

ARTICLE 9 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 - The Union and the Employer agree to comply with “Weingarten Rules” under the National Labor Relations Act. A union officer or designee will be informed and present at all discipline meetings that could result in a termination. Time spent by employee/Union representatives in such disciplinary interviews shall be uncompensated, no matter when done, unless it falls within the narrow exceptions set forth in Article 7, Section 4 of this Agreement.

Section 4 - The Employer will notify the Union in writing of any termination or suspension by e-mailing notice of such termination or suspension to PASNAP’s assigned staff representative 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 e-mailed. Working days shall exclude Saturdays, Sundays and contract holidays.

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 e-mailing 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 Clinic.

Section 8 - Both the Union and the Employer agree that a drug-free workplace should be maintained. In furtherance of this, it is agreed that the Employer retains the right to require employees to undergo substance testing in accordance with its policies and procedures under the following circumstances:

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

Section 9 - Just Culture

- a. The parties agree that it is in the best interests of the Union and the Employer 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.

ARTICLE 10 SENIORITY

Section 1 - Definition

- a. System Seniority is defined as all continuous service with Geisinger Health including time worked at Geisinger Community Medical Center and its affiliates. System Seniority commences after the completion of the employee's introductory period and is retroactive to the date of last hire with the System.
- b. Bargaining Unit Seniority is defined as all continuous full or part-time service at Geisinger Community Medical Center in the Advanced Practitioner bargaining unit. Bargaining Unit Seniority commences upon hire into an Employee's current job classification. Time spent working in a supervisory position does not accrue Bargaining Unit Seniority.

Section 2 - Accrual

- a. Until April 1, 2020, eligible employees shall accrue System seniority based on hours paid (including overtime hours) to a cumulative maximum of two thousand eighty (2080) hours per payroll calendar year. Seniority hours are posted on a per-pay period basis. Any employee hired after 4/1/2020 would have a seniority date that matches their hire date regardless of status.
- b. Employees will lose seniority and shall be considered a new employee if rehired after any of the following occurrences:
 1. Termination from GH 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 Employee is awarded their previous Bargaining Unit seniority date, upon request.

Section 3 - Application

- a. System seniority shall apply in instances where the 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 Employer's retirement plan, provided all other applicable criteria are met).

- b. Bargaining Unit 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 vacation time and personal time, layoffs and recall.

Section 4 - Reductions in Force and Layoff/Recall

- a. If the Employer finds it necessary to reduce the number of employees in work area, it will identify the number and part-time or full-time status (“status”) of each position to be reduced in the work area. Only full-time employees will be considered for the elimination for a full-time position. Only part-time employee 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. The employee with least Bargaining Unit seniority in the work area will be laid off.

Such laid off employees, at their option, may be placed in a vacant position within the AP bargaining unit 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 in the AP bargaining unit 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.

- 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, where feasible. 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 GH 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 the AP bargaining unit.
- h. Human Resources 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. Human Resources 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. Bargaining unit employees shall be entitled to the same severance benefits as non-union employees in accordance with GH Policy, Work Force Adjustment Plan and Summary Plan Description as currently stated in Appendix ## and shall not change for the life of the 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 for seven (7) calendar days, to that Unit exclusively before, if no Employee from the Department applies then the job should be posted 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 Department. Qualifications shall be the required skills, license, certification, education, experience and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

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

To be eligible for consideration, an employee must meet the minimum qualifications for the posted job and have a satisfactory work record in her/his present job, and she/he must file the necessary application to fill the posted vacancy during the posting period. The Employer may at any time disqualify any applicant who has less service in her/his current position than is required by then- applicable Employer 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 eighteen (18) months in her/his current bargaining unit position.

The Employer will select for the position the fully qualified applicant employed in the bargaining unit most qualified to perform the position, based on comparative qualifications, skills, abilities, education and experience. Where 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 Bargaining Unit Seniority. Once the job has been awarded, the Employer shall move the Employee into the job no later than the end of the pay period following six weeks from the date of official offer.

ARTICLE 11 INTRODUCTORY EMPLOYEES

Section 1 - A newly hired employee shall be considered introductory for a period of six (6) consecutive months from her/his date of last hire.

Section 2 - During an employee's introductory period, the employee shall be covered by the provisions of the Agreement, except as modified by this Article.

Section 3 - An introductory employee may be disciplined or discharged from employment by the employer without recourse to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 12 SCHEDULING, HOURS OF WORK, AND OVERTIME

Section 1 - Due to the intrinsic nature of its providing important and necessary 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 definitely determined by the Employer, it will promptly attempt to notify any affected employees.

- a. Where such change(s) are temporary and do not impact the entire department 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 not enough fully qualified volunteers, then the Employer will assign such shifts to the least senior (bargaining unit seniority) fully qualified employee(s) for a period of 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.

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 to fully qualified volunteers. In the absence of volunteers, the least senior bargaining unit employees shall be assigned the revised hours.

Section 2 - The work day is defined as a twenty-four (24) hour period beginning at 12:00 A.M. The payroll period is the period beginning at 12:00 A.M. on Sunday and continuing for two weeks until 11:59 P.M. 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 party-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 a part-time schedule for 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 workforces as it determines necessary. To qualify and continue to qualify as a per diem employee under this Agreement under this Agreement one must work, on a regular and continuing basis, at least one (1) shift per calendar quarter.
- d. An introductory employee is as defined in the Article "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 for a total of eight and one-half (8.5) hours (exclusive of any additional time worked before or after her/his regular scheduled shift), the ten (10) hour shift employee is scheduled for a total of ten and one-half (10.5) hours (exclusive of additional time before and after her/his regular scheduled shift), and the twelve (12) hour shift employee is scheduled for a total of twelve and one-half (12.5) 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.

Section 5 -

- a. An employee may also, with prior supervisory approval, arrange to switch shifts with another bargaining unit employee from her/his department so long as (i) the employee who works, upon the switch, is fully qualified to immediately perform all the duties of the position; and (ii) any such switch shall not be unreasonably denied.
- b. The Employer agrees to comply with Act 102, Pennsylvania's ban on mandatory overtime.

Section 6 - 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.

Section 7 - The Employer will make every effort to post 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 Leader or 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 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.

Section 8 - The current practice of self-scheduling shall continue presuming the responsible Department Manager is satisfied that its continued utilization within that department is successful. Self-scheduling may be expanded to additional departments if so determined by Management. In all cases, submitted schedules must be approved by the department manager and in adherence with the terms of this Agreement. The self-scheduling process, including the development of mock up schedules shall be transparent to all the employees 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 employees on the unit.

Section 9 - In Orthopedic and all similarly situated departments, when an AP works a weekend in the hospital for rounding and/or on-call, the AP shall have two (2) recovery days the following week or to be self-scheduled at a later date if staffing does not allow. One (1) recovery day will be granted if only one (1) weekend day is worked. If the AP chooses to not take the recovery day(s), the day(s) shall be paid out at the moonlighting rate.

Section 10 - In Cardiology/Cardiothoracic Surgery/Thoracic Surgery, when an AP works a weekend in the hospital for rounding and/or on-call, (2) recovery days are normally taken the following Thursday or Friday. If AP needs to work on their scheduled recovery day(s), moonlighting pay will be granted. Vascular Surgery AP shall have one (1) recovery day the following week or to be scheduled and mutually agreed upon at a later date if staffing does not allow, and will paid out at the moonlighting rate.

Section 11 - Employees in departments that ordinarily fulfill weekend on-call duties who actually respond and work for a cumulative four (4) hours in a weekend, shall be paid the minimum moonlighting rate established in addition to their base hourly rate.

Section 12 - Departments will continue to follow current holiday scheduling procedures.

Section 13 - Units currently scheduling in seven (7) day blocks, shall continue to do so.

Department Specific Language:

Trauma

Schedules will be in 12-week blocks. Each PA/ NP will be required to work no more than 13 shifts in a 28-day period.

The Employer will normally schedule two (2) APs on day shift and one (1) AP on night shift.

In-patient shifts are scheduled for 12 hours but do not include sign-out. (6a-6p Trauma & 7a-7p CCM) Holidays will be evenly distributed.

Night and Weekend coverage will be evenly distributed.

Swing shift scheduling is evenly distributed, unless mutually agreed-upon.

Critical Care

Critical Care will continue current scheduling practices.

Hospitalists

Self-scheduling shall continue for Hospitalist employees. Final schedules will be reviewed and approved by department leadership (Ops manager, Chief)

A minimum of two (2) Advanced Practitioners shall be scheduled on day shift and one (1) Advanced Practitioner on night shift.

A “back up” schedule of employees shall not be kept.

On shifts when a day shift Hospitalist employee works night shift, the employee will not be scheduled to work the immediate next day shift or be required to make up the shift.

The parties agree that Hospitalist APs will be required to round, treat, evaluate, examine, diagnose, and otherwise care for patients and collaborate with the assigned supervising physician each day. The physician and AP care team will review and divide the list based on acuity and patient needs. Physicians will continue to see patients daily as needed, agree to the plan of care and co-sign the note of every patient.

Cardiology

If an employee is off on a leave or separates employment, coverage will be provided on a voluntary basis and then by rotation starting with the least senior.

Cardiology APs shall not be required to take on-call after scheduled hours. Employees will rotate weekend coverage.

Outpatient clinic will be covered by remaining APs as needed.

- Within thirty (30) days after ratification of this agreement, the parties will meet to discuss the implementation of a post-hospital discharge appointment time to provide quality patient care. The Employer is committed to meeting no less once per month until a mutually satisfactory resolution is implemented.
- The Employer will ensure that a list of available Cardiologists and Specialty Cardiologists assigned daily is readily available for consult with APs seeing new Clinic patients for the first time.

- The time allowed for Hospital discharge / Acute CHF visits on AP schedule will be sixty (60) minutes.
- Patients will normally be scheduled to accommodate a thirty (30) minute meal period for each AP.
- Patient-facing time will not normally exceed seven (7) hours in a full clinic day. This assumes an eight-hour work day.
Cardiology APs with an inpatient assignment will not normally be assigned clinic patients unless relieved of inpatient duties.
- Structural Heart and Specialty Patients will normally be given priority with their respective specialty APs before general cardiology patients.
- If an AP is on a structural assignment, they will normally remain on that assignment.
- AP coverage in clinic is Monday to Friday only, except by mutual agreement.
- Peer-to-peer will be covered by the ordering provider, unless unavailable (off work, PTO, or no longer with the organization). If unavailable, then the provider covering the inbox will be responsible for covering the peer-to-peer.
- AP will be allowed to request time off with at least five (5) weeks' notice to the requested date. If time is scheduled less than five (5) weeks, APs shall work collaboratively with Scheduling to re-schedule patients.

Cardiothoracic/Thoracic Surgery: GWV and GCMC

Depending on service needs and staffing, all APs rotate between sites in order to meet the needs of the service. Worksite assignments shall be communicated no later than seven days in advance and be by mutual agreement.

Every 7th weekend, an AP works a weekend in the hospital for rounding and on-call. Weekend work more frequent than every 7th weekend, shall be by mutual agreement.

In order to meet the operational needs and demands of the department, the Employer shall make reasonable efforts to recruit and retain four CT Advanced Practitioners based at the GCMC location.

Vascular

There shall be no less than three Employees included in the call schedule for bargaining unit employees to be considered for on-call.

Neuro Surgery

Self-scheduling shall continue for Neuro Surgery employees. Final Schedules will be reviewed and approved by department leadership.

In order to meet the operational needs and demands of the department, the Employer shall make reasonable efforts to recruit and retain five Neuro Surgery Advanced Practitioners based at the GCMC location.

When a Neuro Surgery AP works a weekend in the hospital for rounding and/or on-call, the AP shall be granted one (1) recovery day for every twelve (12) hours worked. If the AP is unable to take the recovery day(s), the day(s) shall be paid out.

Orthopedic

Orthopedic APs who fulfill on-call duties shall continue to be paid:

- five (5) hours at time and one-half on each weekday.
- eight (8) hours at time and one-half on each weekend day.

When responding to on-call, Orthopedic APs shall continue to be paid time and one-half.

ARTICLE 13 LEAVES OF ABSENCES

The parties agree that the hospital updated Leave of Absence policy, as currently stated hereafter modified from time to time to conform to law or regulation, shall apply including the policy on Parental and Military Leave.

ARTICLE 14 BEREAVEMENT LEAVE

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

- a. Full-time active employees are eligible for up to three (3) days, calculated based on whether the employee works eight (8), ten (10), or twelve (12) hour shifts, to a maximum of twenty (24), thirty (30) or thirty-six (36) hours, respectively, of funeral leave for a death in the immediate family and up to one day (1) day [eight (8), ten (10) or twelve (12) hours] for the death of certain others persons.
- b. Part-time active employees are eligible for up to one (1) day, calculated based on whether the employee works eight (8), ten (10), or twelve (12) hour shifts to a maximum of eight (8), ten (10), or twelve (12) hours, respectively, for a death of a person covered by Article 18 when the employee is scheduled to work the day of the funeral.
- c. The “Immediate Family” is defined to include spouse, parents, stepmother, step father, grandmother, grandfather, mother-in-law, father-in-law, legal guardian, sister, brother, children, and grandchildren. A domestic partner is considered immediate family. Other individuals whose death would be covered under this Article are: Employee’s son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt or the uncle; and of aunts and uncles of the employee’s spouse. If the employee has a domestic partner, this “other persons” definition applies to the domestic partner’s family as if they were defined as a spouse.
- d. Bereavement leave is an excused paid absence at regular straight time pay.
- e. 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 already receiving paid time off chargeable to accrued 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 Primary PTO, available personal days or compensatory time before unpaid time off. The Employer will make its

best efforts to work with employees to allow them to utilize PTO or unpaid time off to take additional time off in connection with the death of a family member.

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

ARTICLE 15

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, to the maximum indicated in Section 1, above.

ARTICLE 16

NON-DISCRIMINATION

Section 1 - Neither the Employer 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, sexual orientation, gender identity and expression, marital status, age, or disability. 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 Employer will meet and discuss with the Union any such actions taken in an attempt to comply with the ADA.

ARTICLE 17 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.

ARTICLE 18 HOLIDAYS

The parties agree to abide by the current Holiday policy as attached hereto as Appendix B. The parties further agree to bargain any revisions to this policy during the life of the agreement.

ARTICLE 19 EMPLOYEE HEALTH AND 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 Employer 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 - In the interest of promoting workplace safety and preventing workplace violence, the Employer has a standing agenda item to its bi-weekly huddles and labor-management meetings, a review workplace safety incidents and discuss programs and practices to prevent safety incidents, including but not limited to those related to workplace violence caused by patients, visitors, or employees. The Union may assign one member to the Workplace Safety Committee. Such employee shall not lose time or pay as a result of his/her participation with the committee.

Section 5 - The Employer 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 6 - The Employer 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.
- 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 Employer 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 Employer's prohibition on weapons, concealed or otherwise and including the Employer'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 Employer and law enforcement.
- e. The Employer through Risk Management or her designee will continue to provide support and assistance to nurse who wish to file complaints against patients or visitors who engage in assaults or other criminal behavior against them.
- f. Through the Employee Assistance Program, the Employer will continue to offer support and counseling to employees who have experienced threats or violence in accordance with risk management practice.
- g. Employees shall be required to promptly and accurately report to management and document safety incidents, including threats or acts of violence in accordance with risk management practice as soon as time permits.
- h. Incident reports involving Advanced Practitioners shall be provided to HR for review and discussion and for the purpose of further developing effective prevention policies and practices. Complainants shall receive notification of the investigation into their incident reports or complaints to HR no later than thirty (30) days after they have been received.

Section 7 - The Union agrees that workplace safety is a team effort and agrees to cooperate with the Employer 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 8 - The Employer shall ensure and maintain the safety of all bargaining unit staff while using designated offsite parking facilities. The public parking garage(s) 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, 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 Employer shuttles. Parking areas and 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 Employer shall train these drivers on what to look for from a security standpoint and report anything suspicious to Security via their radios. The Employer 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. Progress on the installation of cameras shall be reported to the Union monthly via written report. 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 normally within fifteen (15) minutes of when the Employee requested a ride.

ARTICLE 20 ON-CALL

See Spreadsheet of current practices attached hereto as Appendix C.

ARTICLE 21 PAID TIME OFF

The parties agree to abide by the current Paid Time Off policy as attached hereto as Appendix D. The parties further agree to bargain any revisions to this policy during the life of the agreement.

ARTICLE 22 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.
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, whichever is greater.

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

ARTICLE 23
MISCELLANEOUS

Section 1 - The dress and personal appearance of employees shall be in keeping with the policies and rules of the Clinic, 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 apply in connection with implemented measures deemed necessary by the Clinic 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 waiving 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.
- Cause an employee to work without orientation to fulfill required duties.

Section 3 - The Clinic agrees to the same 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 Clinic agrees to the same policies existing in GHS on Tax Shelter Annuity, Flexible Benefits, and Employee Assistance Program for the duration of this Agreement.

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

Section 6 - An employee's refusal to submit to testing under the Clinic policy(ies) regulating drugs and alcohol shall automatically constitute just cause for, and will result in the employee's immediate termination from employment with the Clinic. The Union and Employer both agree that the use and/or testing for prescription medications, including medical marijuana, shall not automatically constitute a violation of the Employer's drug-free workplace policy

ARTICLE 24
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 Employer.

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

ARTICLE 25
ENTIRE AGREEMENT

Section 1 - The Employer and the Union acknowledge that this Agreement represents the results of collective negotiations between the parties conducted under and in accordance with the provisions of the law and constitutes the entire Agreement between the parties for the duration of this Agreement; each party waives the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted wherefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 2 - All working conditions, benefits, or past practices, except those specifically incorporated into this Agreement, may be continued, modified, or terminated as the Employer may from time to time determine; provided, however, that the Employer agrees to meet and discuss with the Union's delegate and/or Union Representative any such modification or termination having a direct financial impact on full and part-time employees.

ARTICLE 26
EFFECTS OF LEGISLATION – SEPARABILITY

Section 1 - If any Article or Section of this Agreement, or of any supplement or rider hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and any rider or supplement hereto shall not be affected thereby.

Section 2 - In the event any Article or] Section is held invalid or enforcement of or compliance with any Article or Section has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of desired amendments by either the Employer or Union solely for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. There shall be no limitation of time for such written notice.

ARTICLE 27
WAGES

See attached spreadsheet of agreed upon wage scale, wage increases and nocturnal stipend attached hereto as Appendix E.

ARTICLE 28
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 three (3) bargaining unit employees designated by the Union and up to three (3) 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 29
CONTINUING EDUCATION**

Section 1 - In-Service Education - The Employer shall continue to provide the bulk of its in-house continuing education opportunities to its Employees, primarily through GOALS, or other on-line providers selected by the Employer, which may also be available to an Employee 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 shall continue to make reasonable efforts to accommodate work schedules to allow for the completion of all mandatory in-service education in accordance with current practice.

- **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 the 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 - Employer Outside 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 in accordance with CME policy. 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 position. The Employer can offer, however, shall not mandate attendance at an outside seminar greater than thirty (30) miles from the GCMC facility.

Section 3 - If multiple employees are approved to and do attend the same session, each employee's required registration 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 4 - For the term of this agreement:

- i. Full-time and part-time Employees will be reimbursed no less than current company policy of three thousand dollars (\$3,000) per year for continuing education expenses and a balance of one thousand dollars (\$1,000) rolled over from year to year.
- ii. Full-time and part-time Employees will be eligible to receive up to eighty (80) hours for seminars per calendar year, with pay, to pursue continuing education opportunities directly relevant to their work as Advanced Practitioners. Requests for same will normally be granted provided (a) they are made to the manager for her/his designee at least six (6) calendar weeks in advance of the seminar/program, and (b) department coverages deemed necessary by the manager or her/his designee for the day(s) requested are in place. Some days may be utilized as home study in accordance with current Company policy.

ARTICLE 30
RETIREMENT PLAN

Section 1 - Effective upon ratification, 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 Pyramid 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 31
LOW CENSUS STAFFING

Union withdraws initial proposal with Employer statement on 9/19/23 that there will not be Low Census cancellation for Advanced Practitioners who are salaried. Any future implementation of a Low Census policy by the Employer must be bargained.

ARTICLE 32
DURATION

Section 1 - This Agreement shall be effective from April 26, 2024 through June 30, 2027.

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.

ARTICLE 33
RECOGNIZED YEARS OF EXPERIENCE

No later than October 12th, 2023, the Employer shall author and submit to the union for review, a joint communication urging all represented employees in the LPN/Technical/Degree Professional and Advanced Practitioner bargaining units to provide their date of licensure, education date, and relevant work experience via Workday (where applicable).

The communication will provide clear, user-friendly instructions and make its purpose clear: to help determine relevant work experience, education, and years of licensure (where applicable) to ensure that it is considered when bargaining wage increases.

The communication will be sent by the Employer via electronic mail on the week of October 16th to all represented employees in both bargaining units. The Union will do the same.

All managers will be notified of the communication and urge their employees to input the information into Workday. The same instructions will be given at new hire orientation for all newly hired represented employees.

On the 1st of each month, beginning in December, the employer will submit to the Union information to date solicited by the communication in electronic spreadsheet format.

On the 15th of each month, beginning in December the employer will remind employees to input their information into Workday.

This arrangement will last until a final CBA is ratified by the Union for the respective bargaining units.

**ARTICLE 34
TERM OF THE AGREEMENT**

This Agreement shall be effective from April 26, 2024 through June 30, 2027.

GEISINGER - CLINIC

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

Ron Beer

Jennifer Keltar

Megan Bazwicz

[Signature]

Karly Bogra

Christanna Huntzinger

Date

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 (name) _____

Date. _____

Second Step Response by (name) _____

Date _____

Appealed to Third Step by (name) _____

Date. _____

Third Step Response by (name) _____

Date. _____

APPENDIX B HOLIDAY POLICY

PURPOSE

To provide guidelines for Geisinger recognized national holidays.

Geisinger recognizes six holidays each calendar year:

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

STANDARDS

Full-time Non-Exempt Employees

Effective March 1, 2024, 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.

The holiday hours are intended to be used on the respective holiday and planned/agreed upon observance date, but no later than the February 1st 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.

In the event a manager cannot authorize another day off for an employee, a Holiday Payout code can be applied in UKG to pay the employee their holiday time.

The holiday cycle is March 1st (allotment of Memorial Day) through the pay period inclusive of February 1st 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 February 1st 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.

Coding holiday time off for Non-Exempt employees on Leave:

Full time non-exempt employees who are on a short-term leave (less than 6 months) for their own medical condition can use available banked hours to cover time off on holidays while on leave. If the holiday occurs during the non- exempt employee's elimination period, the full day can be coded as holiday used. If the holiday occurs

while the non- exempt employee is on short-term disability, the employee can choose to supplement the difference with holiday hours. The full allotment of hours for the holiday cannot be used as it would result in an overpayment. Non-exempt employees can choose to use the banked holiday hours on days other than the holiday knowing that it could result in a future holiday where no holiday time is available. Primary PTO or unpaid time would need to be used if no time is available.

Full time non-exempt employees who are on a short-term leave (less than 6 months) to care for a family member can use available banked hours to cover time off on holidays while on leave. Employees on Family Leave are not eligible for short-term disability so 100% holiday hours must be used to cover the time off on the holiday (if available).

Primary PTO, Donated PTO or Unpaid Time would need to be used for the duration of the leave if on a paid leave.

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 the majority of hours are not in holiday zone, hours will be paid at straight time.

Note: Geisinger Lewistown Hospital will be paid holiday hours for the hours worked within the holiday zone of 11:00 p.m. the eve of the holiday to 11:00 p.m. on the actual holiday.

Non-24/7

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.

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:

- 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.
- 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.

Exempt full-time employees are subject to the following guidelines regarding holiday:

- Exempt employees continue to be eligible for the Geisinger observed holidays, however they will no longer code Holiday time in UKG and will not have a holiday bank.

Note: Chart below references how time should be reflected in UKG to ensure accurate pay:

Employee Pay Plan:	UKG Coding:
EX – hourly, has schedule	Regular Time, schedule remains
EXX – hourly, has schedule	Regular Time, schedule remains
EX Salary	No entry
Monthly	No entry

- Eligible employees working a Geisinger recognized holiday, are permitted to schedule another day off, if the schedule allows and is approved by their manager. This day is to be scheduled within 30 days prior to the holiday worked, or any time after the holiday worked in the same calendar year, except for Thanksgiving and Christmas, which may be taken in the first calendar quarter of the next year.
- Eligible employees who work a non-standard schedule (four days per week, weekends, rotating, etc.) that does not have them scheduled to work on a Geisinger recognized holiday, will not be permitted to schedule another day off.

The following are pay practices for exempt employees and holidays:

- Exempt part-time and full-time employees (even if working in an additional job) who work the observed holiday will be paid at straight time.

If no work is available to an exempt part time employee due to a Geisinger recognized holiday falling on their regularly scheduled workday, Geisinger’s Involuntary/Voluntary Time Off policy applies.

Coding holiday time off for Exempt employees on Leave:

Full time exempt employees who are on a short-term leave (Less than 6 months) must use the “Holiday for Exempt on Leave” pay code in UKG/Kronos when coding the time off for the holiday. If the exempt worker is on short-term disability, only the difference in hours can be coded in UKG on the observed holiday. Using the full holiday hour allotment cannot be used for the holiday as it would result in an overpayment.

DEFINITIONS

Holiday zone: begins at 11:00 p.m. on the eve of the holiday and ends at 11:00 p.m. on the holiday.

**APPENDIX C
ON-CALL**

GCMC AP On Call Requirement by Department/Area			
Dept./Area	FLSA Status (Exempt or non-exempt)	On Call requirements (if any)	Compensation for taking call
Cardiology	N/A	<ul style="list-style-type: none"> • AP rounds on Saturday and Sunday, typically 6-8 hours • They get 2 recovery days on Thursday and Friday of the following week for the weekend work. These dates can be changed/flexible but only in advance (ie several months prior) • Weekends are done in rotation • The usual holidays are included, when a holiday is worked (also in a fair rotation), they get an extra day off to use in the future. 	N/A
Cardiothoracic Surgery	Exempt	Rounds at both hospitals Saturday and Sunday (usually 6-8 hours each day); Takes all call from the nursing units an all patients from both hospitals; Available to come in for OR cases, consults and unstable patients from Friday until Monday am.	2 scheduled recovery days the Thursday and Friday following the call weekend.
General Surgery GCMC	Exempt	No regularly scheduled overnight or weekend on-call required; Intermittent resident coverage required twice a year for ABSITE testing and Resident graduation.	Standard Moon-lighting rate

Medicine Support	N/A	N/A	N/A
Orthopaedics	Exempt	Call from 4:00pm Friday to 7:00am on Monday. Rounding on inpatients, consults on floor or ED, OR cases	Moon-lighting pay
Neurosurgery (GCMC) AP	Exempt	Call coverage for GCMC 24/7 <ul style="list-style-type: none"> • During the week day and night we have 3 AP's working 8 hours. Weekends 2 advanced practitioners taking 7AM-7PM 	Comp day if they cannot take comp they will receive their hourly pay.
Palliative Medicine (GCMC)	Exempt	On call one week rotation with other 3 providers for TigerText only for patient questions or questions from hospitalists	N/A
Pediatrics	N/A	N/A	N/A
Plastic Surgery	Salary	Participate in the on call schedule it can range from 2-7 days/month depending on staffing. It is 24 hour call for the day and it is home call unless a pt issue or OR.	Included in compensation but follows "additional hours" policy that if AP works >4 hrs/shift, they are compensated their hourly wage + \$25/hr.
Pulmonary/ Sleep/Critical Care	Exempt	Departments do not take call.	N/A
Vascular	Exempt	Vascular takes weekend call. 1 recovery day the following week.	If come in for >4 hours on a weekend, gets moonlighting pay.

APPENDIX D PAID TIME OFF POLICY

PURPOSE

Primary Paid time off (PTO) is provided for scheduled time off such as vacations, time away from work, and unscheduled instances of illness and personal emergencies.

Primary PTO Accrual Factors

1. Employees working 50% FTE or greater will accrue PTO based on the following factors:
 - a. Hours paid, not to exceed 80 hours, in the pay period
 - b. Each employee's Time Off Service Date
(calculation details are noted in procedure section below)
 - c. Employee's Overtime Classification (exempt or non-exempt)

Eligibility

1. All full-time and eligible part-time employees (greater than 50% FTE) will accrue Primary PTO biweekly. Accrual rates are listed in the charts at the end of the policy.
2. Part-time and Per Diem employees in less than a 50% FTE position are not eligible for Primary PTO.
3. The maximum annual accrual of Primary PTO for part-time employees (50%-87.4% FTE) shall not exceed 50% of the max accrual hours for a full-time employee (87.5%-100% FTE) at the same Primary PTO accrual level.
4. Employees who transfer to or become eligible for a different Primary PTO accrual plan will accrue Primary PTO effective with the transfer date.
5. For full-time and part-time employees, Primary PTO hours will accrue to a maximum indicated on the chart. Primary PTO will stop accruing once the maximum is reached and accruals will only recommence after Primary PTO is used, sold, or donated.

Note: Primary PTO sell guidelines are noted below.

6. Employees who transfer:
 - a. from full-time to part-time will receive a Primary PTO payout to reduce the Primary PTO balance to 40 hours below their new part-time maximum as indicated on the chart.
 - b. to per diem status will receive a payout of their Primary PTO hours, if they have been employed with Geisinger for at least 6 months. This payout will be processed the pay period following their transfer.
7. Employees will not accrue Primary PTO while on a leave of absence.

Use of Paid Time Off

1. Request for scheduled Primary PTO will be considered for approval by the team leader/supervisor/manager with consideration given to other employee requests and the operating needs of the department.
2. Employees are required to use accrued Primary PTO time before allowing unpaid time off.
 - a. Only exception being an employee can choose not to supplement a short-term disability (STD) claim after the elimination period and take unpaid time before exhausting their own Primary PTO.

- i. An employee cannot request and use PTO donations to supplement STD if they have not exhausted their own Primary PTO.
3. Requests for unscheduled Primary PTO must comply with departmental approval procedures.
Inappropriate use of unscheduled Primary PTO or failure to comply with department procedures may result in denial of Primary PTO and/or corrective action.
4. Department management may require a provider or physician's note for unscheduled absences.
5. If the injury or personal illness is covered by Worker's Compensation, the use of Primary PTO is limited in accordance with the Worker's Compensation Policy (#261).
6. Employees may not utilize more Primary PTO than available (i.e. negative Primary PTO balance is not permitted).

Termination of Employment

1. A terminating employee, who is past their first six (6) month period of employment, will be paid for all accrued, unused Primary PTO.
2. Primary PTO may not extend an employee's period of employment beyond the last day worked nor will additional benefits accrue beyond the last day worked.
3. All other time off balances are forfeited upon termination.
4. Any time off that is forfeited upon termination will not be reinstated if the employee is later rehired with Geisinger.

Primary PTO Sell Program

1. Full-time and part-time bi-weekly paid employees who accrue Primary PTO will have the option during Open Enrollment to sell 40 or 80 hours of Primary PTO accrued in the immediately succeeding year.
2. Employees will need to have a minimum remaining balance of 80 hours at time of analysis or no cashout of elected Primary PTO Sell will occur.
 - a. Employees who selected 80 hours of sell that did not accrue 80 hours in the calendar year following the election will automatically be evaluated to sell 40 hours.
 - b. Employees who selected 40 hours of sell that did not accrue 40 hours in the calendar year following the election will not be eligible to sell.
3. To be eligible to sell the time, the hours elected must be accrued in the year of payout.
4. Primary PTO Sell payment is targeted to be paid out in the 3rd Quarter of the year following the year in which the Primary PTO Sell was elected.
 - a. Employees who selected 80 hours of sell that did not accrue 80 hours in the calendar year following the election will automatically be evaluated to sell 40 hours.
 - b. Employees who selected 40 hours of sell that did not accrue 40 hours in the calendar year following the election will not be eligible to sell.

**Biweekly Full- and Part-Time Non-Exempt
PTO Accruals
Biweekly Full- and Part-Time Exempt**

	Years of Service	Accrual Rate based on 80 hours paid	Accrual Rate Per Hour Paid	Days per Calendar Year	Hours per Calendar Year	PTO Maximum Days	PTO Full-Time Maximum Hours	PTO Part-Time Maximum Hours
Exempt	0 - 2.99*	7.08	0.0885	23	184	38	304	152
	3 - 4.99	8.00	0.1000	26	208	41	328	164
	5 - 9.99*	8.62	0.1078	28	224	43	344	172
	10-14.99	9.54	0.1193	31	248	46	368	184
	15+*	10.16	0.1270	33	264	48	384	192

NOTE	Full-Time Exempt employees who have 0-2.99 years of service as of December 18, 2022, receive an extra 4 hours of PTO annually until they move up to the next tier
	Full-Time Exempt employees who have 5-9.99 years of service as of December 18, 2022, receive an extra 4 hours of PTO annually until they move up 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

Policy Changes

Geisinger reserves the right to modify, change, or amend this policy at any time. Policy changes will be communicated to employees.

PROCEDURE

Determination of Time Off Service Date

1. Part-time and full-time employees accrue Primary PTO based on completed years of service.
2. The Time Off Service Date is reviewed during Change Job transactions where employees are increasing hours worked. (Per Diem to part or full time; part time to full time)
 - a. Calculation is performed using the following guidelines:
 - i. Credit will be given for whole years of full-time service

**APPENDIX E
WAGE SCALES**

Nurse Practitioner/Physician Assistants

AP_10	Cardiology, Hematology/Oncology, Hospitalists, Orthopaedics, Palliative Care, Interventional Radiology, Pulmonary Medicine, General Surgery, Vascular Surgery, Gastroenterology, Plastic Surgery, Anesthesia
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Years of Experience	Ratification	May, 2025 (1st full pay pd)	May, 2026 (1st full pay pd)
0	\$48.08	\$48.32	\$48.80
1	\$48.99	\$49.52	\$49.77
2	\$49.92	\$50.46	\$51.01
3	\$50.87	\$51.42	\$51.98
4	\$51.84	\$52.40	\$52.96
5	\$52.82	\$53.39	\$53.97
6	\$53.83	\$54.41	\$55.00
7	\$54.85	\$55.44	\$56.04
8	\$55.89	\$56.50	\$57.11
9	\$56.96	\$57.57	\$58.19
10	\$58.04	\$58.66	\$59.30
11	\$58.91	\$59.78	\$60.42
12	\$59.79	\$60.67	\$61.57
13	\$60.69	\$61.59	\$62.50
14	\$61.60	\$62.51	\$63.43
15	\$62.52	\$63.45	\$64.38
16	\$63.46	\$64.40	\$65.35
17	\$64.41	\$65.36	\$66.33
18	\$65.38	\$66.34	\$67.33
19	\$66.36	\$67.34	\$68.33

(continued)

AP_10	Cardiology, Hematology/Oncology, Hospitalists, Orthopaedics, Palliative Care, Interventional Radiology, Pulmonary Medicine, General Surgery, Vascular Surgery, Gastroenterology, Plastic Surgery, Anesthesia		
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20	\$67.02	\$68.35	\$69.36
21	\$67.69	\$69.03	\$70.40
22	\$68.37	\$69.72	\$71.10
23	\$69.05	\$70.42	\$71.82
24	\$69.74	\$71.13	\$72.53
25	\$70.48	\$71.84	\$73.26
26	\$71.52	\$72.59	\$73.99
27	\$72.59	\$73.66	\$74.77
28	\$73.68	\$74.77	\$75.87
29	\$74.78	\$75.89	\$77.01
30+	\$75.57	\$77.03	\$78.16

Per Diem Rate	\$70.00
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AP_11	Neurosurgery, Critical Care, Emergency Medicine, Trauma, Certified Nurse Midwives		
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Years of Experience	Ratification	May, 2025 (1st full pay pd)	May, 2026 (1st full pay pd)
0	\$51.92	\$52.18	\$52.70
1	\$52.85	\$53.48	\$53.74
2	\$53.81	\$54.44	\$55.08
3	\$54.77	\$55.42	\$56.07
4	\$55.76	\$56.42	\$57.08
5	\$56.76	\$57.43	\$58.11
6	\$57.79	\$58.47	\$59.16
7	\$58.83	\$59.52	\$60.22
8	\$59.88	\$60.59	\$61.30
9	\$60.96	\$61.68	\$62.41
10	\$62.06	\$62.79	\$63.53
11	\$62.99	\$63.92	\$64.68
12	\$63.94	\$64.88	\$65.84
13	\$64.89	\$65.85	\$66.83
14	\$65.87	\$66.84	\$67.83
15	\$66.86	\$67.84	\$68.85
16	\$67.86	\$68.86	\$69.88
17	\$68.88	\$69.89	\$70.93
18	\$69.91	\$70.94	\$71.99
19	\$70.96	\$72.01	\$73.07
20	\$71.67	\$73.09	\$74.17
21	\$72.39	\$73.82	\$75.28
22	\$73.11	\$74.56	\$76.03
23	\$73.84	\$75.30	\$76.79
24	\$74.58	\$76.06	\$77.56
25	\$75.62	\$76.82	\$78.34
26	\$76.68	\$77.89	\$79.12
27	\$77.75	\$78.98	\$80.23
28	\$78.84	\$80.09	\$81.35
29	\$79.95	\$81.21	\$82.49
30+	\$81.07	\$82.35	\$83.64

Per Diem Rate	\$75.00
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AP_12		Cardiothoracic Surgery, Neonatology	
Years of Experience	Ratification	May, 2025 (1st full pay pd)	May, 2026 (1st full pay pd)
0	\$56.25	\$56.53	\$57.10
1	\$57.26	\$57.94	\$58.23
2	\$58.29	\$58.98	\$59.68
3	\$59.34	\$60.04	\$60.75
4	\$60.41	\$61.12	\$61.84
5	\$61.50	\$62.22	\$62.96
6	\$62.61	\$63.34	\$64.09
7	\$63.73	\$64.48	\$65.24
8	\$64.88	\$65.64	\$66.42
9	\$66.05	\$66.83	\$67.61
10	\$67.24	\$68.03	\$68.83
11	\$68.24	\$69.25	\$70.07
12	\$69.27	\$70.29	\$71.33
13	\$70.31	\$71.35	\$72.40
14	\$71.36	\$72.42	\$73.49
15	\$72.43	\$73.50	\$74.59
16	\$73.52	\$74.60	\$75.71
17	\$74.62	\$75.72	\$76.84
18	\$75.74	\$76.86	\$78.00
19	\$76.88	\$78.01	\$79.17
20	\$77.65	\$79.18	\$80.35
21	\$78.42	\$79.97	\$81.56
22	\$79.21	\$80.77	\$82.37
23	\$80.00	\$81.58	\$83.20
24	\$80.80	\$82.40	\$84.03
25	\$81.40	\$83.22	\$84.87
26	\$82.01	\$83.85	\$85.72
27	\$82.63	\$84.48	\$86.36
28	\$83.25	\$85.11	\$87.01
29	\$83.87	\$85.75	\$87.66
30+	\$84.50	\$86.39	\$88.32

Per Diem Rate	\$85.00
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* Nocturnal Stipend 75%+ of shifts must be off shift (11p-7a) = \$625/pay period, prorated based on FTE

Employees Employed Prior to or Upon Ratification

Upon ratification, employees will move to the correct step based on completed years of experience by the end of the month that is prior to ratification or a minimum increase of 3.5%

Ratification

Upon ratification, employees will move to the correct step based on completed years of experience by the end of the month that is prior to ratification or a minimum increase of 3.5%

June 2025

Employees employed with Geisinger for one year or more will move to the step based on completed years of experience as of April 30, 2025 or will receive a minimum increase of 3.0%

June 2026

Employees employed with Geisinger for one year or more will move to the step based on completed years of experience as of April 30, 2026 or will receive a minimum increase of 3.0%.

June 2026

Employees will be placed on the step scale that corresponds with their completed years of experience upon hire, this includes employees hired prior to May 1st, 2024, but have not started until after May 1st.

Employees Employed After Ratification

Employees will be placed on the step scale that corresponds with their completed years of experience upon hire, this includes employees hired prior to May 1st, 2024, but have not started until after May 1st.

June 2025

Employees, employed with Geisinger for one year or more will move to the step based on completed years of experience as of April 30th, 2025.

June 2026

Employees, employed with Geisinger for one year or more will move to the step based on completed years of experience as of April 30th, 2026.

PASNAP NEPA OFFICE

2007 Route 315, Suite 203

Pittston, PA 18640

Phone: 570-362-0394

Fax: 570-654-3771

PASNAP MAIN OFFICE

3031 Walton Road, Suite 104

Plymouth Meeting, PA 19462

Phone: 610-567-2907

