

AGREEMENT

BETWEEN

POCONO MEDICAL CENTER

AND

JNESO – DISTRICT COUNCIL 1, IUOE

FEBRUARY 1, 2026 THROUGH JANUARY 31, 2029

MY STEWARD IS: _____

EXTENSION: _____

YOUR RIGHTS AS AN EMPLOYEE

YOU HAVE THE RIGHT TO...

REPRESENTATION AT ANY MEETING CALLED FOR BY YOUR EMPLOYER THAT SHOULD RESULT IN DISCIPLINE;

ASK TO KNOW THE NATURE OF THE MEETING

YOU HAVE THE RIGHT TO...

STOP ANSWERING QUESTIONS AND REQUEST THAT A JNESO STEWARD BE PRESENT;

KNOW WHO TO CALL WHEN YOU NEED HELP IMMEDIATELY

REMEMBER, ALL QUESTIONS, PROBLEMS OR COMPLAINTS SHOULD BE BROUGHT TO THE ATTENTION OF YOUR STEWARD BEFORE THEY BECOME GRIEVANCES.

DO NOT DELAY IN CONTACTING SOMEONE FOR ASSISTANCE OR ADVICE

DO NOT TAKE IT UPON YOURSELF OR RELY ON MANAGEMENT TO RESOLVE GRIEVANCES. YOUR ACTIONS OR LACK OF ACTION CAN AFFECT ALL YOUR COLLEAGUES

IF YOU ARE UNABLE TO REACH YOUR STEWARD, PLEASE CONSULT THE BULLETIN BOARD FOR ALTERNATES OR EXECUTIVE OFFICERS.

REMEMBER, YOU HAVE THE RIGHT TO BE REPRESENTED
PROTECT THAT RIGHT - ASK FOR HELP FIRST

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 1st day of February 2026, by and between POCONO MEDICAL CENTER (PMC) d/b/a Lehigh Valley Hospital-Pocono (LVH-P) and JNESO DISTRICT COUNCIL 1, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO (JNESO).

PREAMBLE

It is the intent and purpose of the parties that this Agreement promote and improve the mutual interests of the patients of PMC, as well as its employees, avoid interruption and interference with services to patients and set forth rates of pay, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 PMC recognizes JNESO as the sole and exclusive bargaining agent of all the full-time and regular part-time, part-time, and per diem nurses, non-supervisory registered nurses, cardiac rehab nurses, interventional radiology nurses, cancer nurses, and weekend program nurses employed by PMC at its East Stroudsburg, Pennsylvania facility.

1.1a Effective January 1, 2003, flexible floats, as listed in the unit certification (NLRB Case 4-RC-18389) no longer exist as a job classification. Consequently, PMC and JNESO agree that the Tier II RN job classification shall replace the Flex Float RN job

classification as of January 1, 2003. As of February 1, 2009, PMC and JNESO agree that the Per Diem RN job classification shall replace the Tier RN classifications. Further, PMC recognizes JNESO as the sole and exclusive bargaining agent of all Per Diem RNs employed within the Other Staffing Options by PMC at its East Stroudsburg, Pennsylvania facility.

1.2 Excluded from coverage of this Agreement are all other employees, patient care supervisors, nursing managers, regular charge nurses (except in Operating Room), instructors, employee health nurse, cardiac rehab coordinator, cancer nurse specialist, entero-stomal nurse, diabetic nurse, risk manager, nurse anesthetist, nurse epidemiologist, nurse recruiter, mid-wife-ob clinic, nurse practitioners, discharge planners/case managers, managerial employees, guards and supervisors as defined in the National Labor Relations Act.

1.3 The term "employee" shall be defined to include all bargaining unit members noted in Article 1.1 above, the plural as well as the singular, and to include males and females.

1.4 Upon signing of this Agreement, PMC shall furnish JNESO and the Local President with a copy of a list of all employees covered by this Agreement. This list is to contain the following information: the employee's name, home address, job classification, employment classification, date of hire, hourly rate of pay, shift (day versus evening and/or night), any and all other differentials, and cost center. PMC shall supplement this list on a monthly basis, as to new hires, separations, change of address and individuals on leave of absence as well as those who have returned from leave of absence.

1.5 PMC will set up a time and location during the orientation period for new employees, during which JNESO may address RN orientees. Such a meeting shall not exceed one (1) hour. This time

will be set up by the orientation coordinator so as to include all new registered nurses. If new RNs are already scheduled on their units, the Nurse Manager will excuse the orientee to attend this scheduled meeting.

ARTICLE 2 - DUES DEDUCTION

2.1 PMC upon receipt of written authorization from the nurse shall, pursuant to such authorization, deduct from the wages of said nurse each payroll, regular dues and any applicable assessment fees as fixed by the Union.

2.2 PMC shall be relieved of making such "check off" deductions upon:

a. Termination of employment; or

b. Transfer to a job other than one covered by the bargaining unit; or

c. Lay off from work; or

d. Leave of absence; or

e. Revocation of the check-off authorization in accordance with its terms or applicable law.

Notwithstanding (a), (b), (c) and (d) above, upon return of a JNESO member, who has authorized deductions, to work from any of the foregoing enumerated absences, PMC shall immediately resume the obligation and make the said deductions, except that deductions for terminated nurses shall be governed by the first paragraph of this Article.

2.3 PMC shall not be obligated to make dues deductions of any kind from any JNESO member in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

2.4 Each payroll period, PMC shall remit to JNESO all deductions for dues made from the salaries of the bargaining unit members for the preceding payroll, together with a list of all bargaining unit employees. Included in these lists should be hours worked for that payroll period, Full Time Equivalent status, gross salary and amount of dues deducted. PMC shall supplement this list on a monthly basis, as to new hires, separations, change of address and individuals on leave of absence as well as those who have returned from leave of absence.

2.5 Each month, PMC shall remit to JNESO and to the local's President, the names of all bargaining unit new hires, terminations, unit transfers, and nurses on leave of absence.

2.6 It is specifically agreed that PMC assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and JNESO hereby agrees that it will indemnify and hold PMC harmless from any claims, actions, or proceedings by any nurse in the bargaining unit arising from deductions made by PMC hereunder. Once the funds are remitted to JNESO, disposition thereafter shall be the sole and exclusive obligation and responsibility of JNESO.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 It is understood and agreed that PMC shall have the right to manage and operate its business in such manner as it sees fit

except to the extent restricted or prohibited by the express and specific terms of this Agreement. The powers enumerated in Sections 3.2 and 3.4 of this Article are illustrative only and are not meant to limit the effectiveness of this general statement of Management Rights.

3.2 The management of PMC and the direction of the working force are vested exclusively with PMC. Except where expressly abridged by a specific provision of this Agreement, PMC retains the sole right to hire, discipline or discharge for just cause, lay off, promote, and assign its employees; to determine or change the starting and quitting time and number of hours to be worked; to determine the number of shifts, to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to introduce new or improved facilities; to carry out ordinary and customary functions of management whether or not possessed or exercised by PMC prior to this Agreement. Copies of the working rules and regulations promulgated by PMC will be furnished to JNESO at the time of the change.

3.3 PMC may introduce a change in the method or methods of operation which will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by PMC.

3.4 PMC shall have the right to determine at its discretion all functions and policies of PMC, standards of service, the overall budget, utilization of technology, and the organizational structure, selection and direction of personnel.

3.5 JNESO, on behalf of the employees, recognizes that the primary obligation of PMC is to insure the safety and comfort of its patients. Consequently, JNESO agrees to cooperate with PMC to attain and maintain full efficiency and maximum patient care.

3.6 Nothing herein contained is to be construed to mean that an employee or groups of employees have inherent rights to a particular task or job.

ARTICLE 4 - NO STRIKE/LOCKOUT

4.1 During the term of this Agreement, no employee shall engage in any strike, sympathy strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of PMC.

4.2 During the term of this Agreement, JNESO, its officers, agents and representatives, shall not in any way, directly or indirectly, authorize, assist, encourage, condone, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, sympathy strike or other interference with the operations of PMC, or ratify, condone or lend support to any such conduct or action.

4.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sympathy strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of PMC occur during the term of this Agreement, JNESO, within twenty-four (24) hours of its receipt of a written request by PMC, shall:

a. Publicly disavow such an action by the employees.

b. Advise PMC in writing that such action by employees has not been authorized or sanctioned by JNESO.

c. Notify employees that JNESO disapproves such action and instruct such employees to cease such action and return to work immediately.

d. Post notices on Union bulletin boards advising employees that JNESO disapproves of such action, and instructing employees to cease such action and return to work immediately.

4.4 PMC agrees that it will not lock out employees during the period of the Agreement.

4.5 PMC-shall have the right to discharge for cause, with loss of all contractual rights and benefits, any or all employees who incite, induce or participate in a violation of any of the provisions of this Article, without recourse to the grievance or arbitration procedures. Whether or not an employee incited, induced or participated in a violation of any of the provisions of this Article shall be the only matters subject to the grievance and arbitration procedures.

4.6 It is agreed that neither PMC nor JNESO shall take action against any employee because of their refusal to cross a picket line or their refusal to honor a picket line.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

5.1 PMC shall have the right to discharge, suspend or discipline any employee for just cause. It is recognized that PMC

has the right to implement and enforce work rules, policies and procedures (which shall be made known to all employees). It is also recognized that discipline is corrective and punitive and that it will not be applied arbitrarily or capriciously.

Disciplinary actions shall be determined in relation to the seriousness of the offense and shall, in appropriate instances, be progressive. The employee is to be informed that disciplinary action is being taken and what the future consequences might be if the offense is repeated.

Discipline will include:

First written warning.
Second written warning.
Final written warning and/or suspension.
Termination.

5.2 PMC will notify JNESO and local representative in writing within twenty-four (24) hours, exclusive of weekends and holidays, following the discharge or suspension of any employee in the bargaining unit. Any days off from work due to suspension shall be consecutive workdays.

5.3 JNESO may elect to contest the discharge of any employee, but must give written notice thereof to the Administrator of Human Resources within ten (10) days after receipt of the notice of discharge. In such event, the issue shall thereafter be submitted and determined under the grievance and arbitration procedure hereafter set forth. The filing of a written grievance shall constitute the required notice under this Section.

5.4 An employee who is required to attend a disciplinary interview shall be entitled but not required to have the JNESO

representative present at such interview. PMC is not required to delay the disciplinary interview more than one (1) workday because of the unavailability of the JNESO representative. Where PMC anticipates the discipline will be either a suspension or discharge, the employee will be given advance notice of the disciplinary interview.

5.5 Employees shall have the right to examine their personnel file under the following conditions:

a. The employee must make an appointment with the Department of Human Resources;

b. The employee will not be paid for the time spent in inspecting the file;

c. Nothing may be removed from the file; and

d. Nothing may be written by the employee on any papers in the file.

ARTICLE 6 - NON-DISCRIMINATION

Neither PMC nor JNESO shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, disability, religious creed, national origin, sex, age, political affiliation, sexual orientation, membership or non-membership in the Union.

ARTICLE 7 - SENIORITY

7.1 Definition of Seniority

a. Hospital seniority is defined as the length of time an employee has been continuously employed in the Hospital.

b. Bargaining unit seniority is defined as the length of continuous service within the bargaining unit.

c. Work Area seniority shall be defined as the length of time an employee has been continuously employed in a particular nursing unit as a staff RN in that unit without a break in service over 12 months so long as there is no break in Hospital seniority.

Agency alternative nurses will be given the option, upon transfer, to begin accruing their seniority in the unit where they transferred into or continue to accrue seniority on their previous unit.

d. Regularly scheduled part-time employees, Per Diem RNs and Weekend Program RNs shall accrue Bargaining Unit and work area seniority as set forth in (a), (b) and (c) of Section 7.2 below based upon hours paid.

e. On-call employees shall accrue seniority based on the hours actually worked.

f. There shall be one seniority list for bargaining unit seniority and one list for work area seniority, for all bargaining unit employees issued by PMC, quarterly. Said lists will provide the date of hire, and when

applicable, the start date as an RN and the actual hours of both Bargaining Unit and Work Area seniority accrued and shall not be more than two (2) weeks old. A copy of the seniority list will be provided to JNESO and one shall be posted on the appropriate bulletin board(s).

g. For purposes of job bids and transfers, float nurses will be considered as "in-unit" applicants in their respective "float block" and their bargaining unit seniority shall be utilized in lateral transfer job bids and awarding of such jobs.

7.2 Accrual

a. An employee's seniority shall commence after the completion of her/his probationary period and shall be retroactive to the date of her/his last hire, and shall continue to accrue until termination.

b. Hospital and bargaining unit seniority shall continue to accrue during a continuous authorized leave of absence without pay up to six (6) months, or a medical leave under Article 15, Section 15.2, provided that the employee returns to work immediately following the expiration of such leave of absence, and during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment, if the employee is recalled into employment.

c. Work Area seniority shall continue to accrue during the periods specified in (b) above and during the time an employee works on a particular nursing unit.

7.3 Loss of Seniority

An employee's seniority shall be lost when she/he:

a. quits, resigns or retires;

b. is discharged for just cause, except if reinstated by subsequent agreement or by a decision of an arbitrator;

c. is laid off for a period of twelve (12) consecutive months or for a period exceeding the length of the employee's continuous service, whichever is less;

d. fails to report to work, following recall from layoff within ten (10) working days after PMC has sent notice by mail to the last address furnished to PMC by the employee, to her/him to return. PMC shall also send a copy of the notification to JNESO;

e. fails to return following the end of a leave of absence, vacation or sick leave unless the employee provides documentation acceptable to PMC.

f. is employed by another employer during a leave of absence, except for military duty;

g. fails to return following a disciplinary suspension;

h. is absent for forty-eight (48) consecutive hours without notifying PMC unless the employee provides documentation acceptable to PMC.

7.4 Application

Employees who, prior to their most recent date of hire, were previously employed by PMC and who have had a break in continuous service in the bargaining unit of two (2) years or less

shall receive credit for purposes of placement on the wage scale, seniority and benefits for all years of service in the bargaining unit. Employees who have had no break in service from PMC but who have had a break in continuous service in the bargaining unit of two (2) years or less shall receive credit for purposes of placement on the wage scale, seniority and benefits for all years of service in the bargaining unit.

a. Bargaining unit seniority shall apply in lateral transfers.

b. Work Area seniority shall apply in layoffs, recalls, shift preference, and resolving conflicts in the scheduling of vacations and other paid time off.

7.5 Layoffs

PMC will notify JNESO as soon as practical, regarding proposed layoffs or reduction in force. The purpose of this Section is to allow JNESO, if time permits, to discuss with PMC the possibility of alternative action and the formulation of plans for an orderly implementation of such layoff.

a. In the event of a layoff on a nursing unit, probationary employees on that nursing unit shall be laid off without regard to their individual periods of employment. Agency Alternative first, then Per Diems, then Regular Full-Time, Part-Time, Weekend, shall be the next to be laid off in the inverse order of their Work Area seniority.

b. In the event an employee is scheduled to be laid off in one nursing unit and there exists a vacant position in another nursing unit which the employee has the immediate ability to perform, then bargaining unit seniority shall prevail in assigning such employees to

such vacant jobs. This provision is not intended to circumvent Section 7.7 of this Article.

c. In the event that no such vacancy exists, an employee who receives notice of layoff but who has greater bargaining unit seniority and the required immediate ability to do the job of a less senior employee in the same classification, shall have the right to avoid being laid off by displacing such less senior employee, provided that the more senior employee is willing to work the scheduled days and hours of the less senior employee. An employee who is displaced by the application of this Section shall be entitled to exercise the same right as an employee notified of layoff.

7.6 Recall

a. Whenever a vacancy occurs on a nursing unit, employees who are on layoff shall be recalled in accordance with their Work Area seniority in reverse order from which they were laid off, up to a maximum of one (1) year from the date the employee was laid off. If a vacancy occurs in a work area where no employees in that work area have recall rights then the laid off employee with the most bargaining unit seniority will be recalled if she/he has the immediate ability to do the work and, if not, the next senior employee will be recalled, and so on.

b. Probationary employees who have been laid off have no recall privileges.

7.7 Lateral Transfers

a. An employee who is laterally transferred shall serve a trial period on the new job, which will be equivalent in time to the probationary period for a new hire. If she/he is removed from the new job during the trial period, she/he shall be returned to her/his former job without loss of seniority or other benefits. If the former position is not available, the displaced employee shall be offered other vacant positions open to outside candidates that she/he qualifies for at which time the new unit based seniority accrual shall commence. The displaced employee shall identify the vacant position she/he wishes to fill within seven (7) calendar days from the time she/he is notified of her/his removal from the new position. In the event a position on her/his former unit opens within 90 days, the employee may elect to return to the former unit, with former unit seniority restored. In instances where the employee opts to return to the former unit within 90 days, this language shall supersede 7.8. PMC's decision to remove an employee from a new job shall be based on the employee's capability to perform the work, and when an employee is removed from a job on such basis, PMC's decision shall not be subject to the arbitration provisions of this Agreement. Prior to PMC removing a transferred employee from the new position PMC shall notify JNESO.

b. It is understood that the posting requirements in Section 7.8 below include the requirement for posting vacancies which result in lateral transfers.

c. An employee who is laterally transferring to a new unit shall inform the manager of approved vacations at the time of the interview.

d. Any employee who has been the subject of a serious disciplinary action within the six (6) month period preceding a proposed lateral transfer may be ineligible for transfer to another unit.

7.8 Posting

PMC shall post a notice of all vacancies in bargaining unit positions at appropriate work locations on the intranet (i.e., WorkDay or similar system) within PMC for a period of seven (7) days prior to filling such vacancies, unless an emergency requires a vacancy to be filled in a lesser period of time, in which event PMC may fill such vacancy temporarily until the posting, bidding and filling of such vacancy has been completed in accordance with this Agreement. All postings shall include the applicable unit in the job title. Unit applicants who bid on the vacancy shall be interviewed before other applicants and shall be awarded the job based on bargaining unit seniority. Once a unit employees' bid to transfer within a unit has been accepted by PMC, the employee may not seek additional transfer(s) within such a unit for a period of six (6) months unless this six-month requirement has been waived by the Administrator of Human Resources and the JNESO Local President.

In the event no unit applicant bids on the job**,** PMC shall award the job to the employee with the greatest bargaining unit seniority unless, as between and among such employees, there is an appreciable difference in their training or experience.

After the in-house seven (7) day posting period, if no qualified employee applies for a posted position or if no employee meets the stated qualifications, the position will be posted for outside applicants. Should a qualified employee decide at that time to bid

on the open position, her/his application will be considered based on her/his qualifications and seniority shall not be a factor in considering applicants after the in-house seven (7) day posting period. If the posting period passes and the bargaining unit RN is qualified and there are no outside applicants then the bargaining unit RN shall receive the position.

The notice shall include the required qualifications for the positions. All employees shall have served a minimum of twelve (12) months within their present unit or department before they shall be eligible to bid on a lateral or promotional job opportunity in another department of PMC. However, an employee may apply for a job opportunity without regard to the twelve (12) month eligibility rule, provided the position vacant as defined above is on the specific unit or department in which they now work. The twelve (12) month requirement may be waived by mutual agreement between the Administrator of Human Resources and the Local Union President in circumstances involving unusual or special staffing needs, such as opening a new department or new unit, filling positions requiring specialized skills and training. If the two (2) fail to agree, the twelve (12) month requirement will not be waived and the disagreement will not be subject to the grievance and arbitration provisions.

Applicants for the position shall submit their bids in writing to the Human Resources Department within the seven (7) day period during which the notice remains posted. All bargaining unit applicants for the position will be notified in writing within two (2) weeks after the close of the seven (7) day posting period whether or not she/he has been awarded the position. JNESO will be notified in writing within two (2) weeks after the close of the seven (7) day posting period as to who was the successful bidder.

The successful applicant will be placed in the position which she/he has been awarded within ten (10) weeks of the date she/he has been awarded the position, unless such period is extended by mutual agreement between PMC and JNESO.

7.9 Unit Hour Changes

a. An employee may request of her/his manager a permanent reduction in her/his work hours.

b. Nursing management will approve or disapprove the employee's request, based on any contingency for alternative staffing determined appropriate by the nursing manager. If approved, the differential hours (e.g. additional 0.15 hours available on day shift due to employee's change in FTE status from 0.9-0.75) may be posted on the employee's unit at the discretion of the Nursing Manager.

c. Only employees currently assigned to the unit may apply for the additional hours. Management may restrict awarding of the additional hours based on an employee's FTE status if the additional hours will affect an employee's benefits-eligible status. Other than FTE status, the additional hours will be awarded based on work area seniority.

d. If two or more employees apply for the additional hours and their work area seniority is the same, bargaining unit seniority will prevail, all other things being equal.

e. There shall be no limitation on the number of times an employee may use this option.

ARTICLE 8 - HOURS OF WORK

8.1 A normal day's work shall consist of eight (8), ten (10) or twelve (12) consecutive hours, not counting a meal period of one-half (1/2) hour (except as may be otherwise regularly scheduled). To allow for flexibility in offering new positions, PMC may add

shifts of other than eight (8), ten (10), or twelve (12) hour increments.

8.2 Employees who work eight (8), ten (10) or twelve (12) hours a day will be entitled to one (1) rest period of fifteen (15) minutes during the first four (4) hour period and one (1) rest period of fifteen (15) minutes during the second work period. Employees should take the rest period near the middle of the four (4) hour work period if the work situation permits. In no event shall the rest period be taken at the beginning or end of a workday or immediately prior to or after a meal period, except if the latter is approved by the employee's immediate manager.

8.3 Nothing in this Agreement shall constitute a guarantee of hours of work per day or days of work per week except that employees scheduled to work a full shift and reporting for work shall be permitted to work a full shift; employees will be scheduled for less than the usual number of days per pay period only by request or in accordance with the layoff provisions of this Agreement; and an employee's posted work schedule will not be changed to avoid payment of overtime premium.

PMC will solicit volunteers to take time off during periods of low census. In the event there are not enough volunteers, the hospital will assign employees to take patient care assignments on another unit or perform alternative duties on their own unit or another unit including by way of example, close observation, quality/performance improvement work, bed baths, or clerical responsibilities.

8.4 PMC has the right, after giving JNESO two (2) weeks' advance notice in order to discuss the change, followed by four (4) weeks' notice to affected employees, to change the current starting time or current shift hours of employees. However, if the changed

starting time or shift hours cause hardship to particular employees, such employees shall be permitted to displace employees with less Bargaining Unit seniority from positions which have retained the employee's starting time or shift hours, subject to the limitations contained in Article 7, Seniority, Section 7.5, Layoffs.

8.5 Once the scheduled 10 day balancing period has been completed, the schedule is considered final and shall not be varied except in emergencies, or by mutual agreement between the manager and the employee. PMC will electronically post the final schedule for the entire unit and make the schedule available in PDF format for printing.

8.6 Except for employees who are scheduled on a forty (40) hour work period, employees will not be scheduled for more than six (6) consecutive days of work or more than two (2) consecutive weekends of work, except in cases where PMC and the employee mutually agree.

Positions now scheduled off every other weekend will continue to be so scheduled unless it is impractical to do so. If PMC considers it impractical to continue such scheduling for any position or positions, PMC will notify JNESO prior to implementing such changes and, upon request, will meet with JNESO to discuss the reasons for the change. Such reason shall not be arbitrary or capricious.

PMC may require that unscheduled weekend absences be made up and scheduled at the manager's discretion for nurses who have had 2 unscheduled weekend absences during the previous twelve (12) month period.

8.7 PMC will attempt to equalize scheduled weekend work among employees in the same work area whenever this can be accomplished without interfering with efficient operations.

8.8

a. Employees will not be scheduled on more than one (1) shift in one (1) calendar week unless agreed upon by the employee. In the event of a change in shift, the employee must be off work for a minimum of twenty-four (24) hours between such shift change. Exceptions to this Section may be made upon mutual agreement between the Hospital and the employee.

b. Employees with twenty (20) years of actual bargaining unit seniority will be flexed to an off shift only after other day shift employees with less than twenty (20) years of seniority have met their flex requirement.

8.9 Employees working in overtime status shall receive meal periods and rest periods in accordance with Sections 8.1 and 8.3 of this Article.

8.10 Balanced Scheduling

a. PMC may institute eight (8), ten (10), or twelve (12) hour shifts in various units. To allow for flexibility in offering new positions, PMC may add shifts of other than eight (8), ten (10), or twelve (12) hour increments. Once PMC has assigned an employee to an eight (8), ten (10) or twelve (12) hour shift position, said position may not be converted to a different length of shift unless PMC has given six (6) weeks' notice to effect such change as set forth below.

PMC will give JNESO two (2) weeks' advance notice in order to discuss the reasons for the change

followed by four (4) weeks' notice to affected employees. JNESO may convene a meeting of the Labor Management Committee and enlist a member of the affected unit to aid in the discussion.

Time periods may be altered if mutually agreeable. PMC will first attempt to solicit volunteers from the affected unit. In the event there are not enough volunteers with the clinical competence who agree to change, then the selection of nurses whose shifts are to be changed shall be selected in accordance with unit seniority (least senior, the first one changed) so long as the nurse has the clinical competence for the assignment.

If the conversion from ten (10) or twelve (12) hour shifts to eight (8) hour shifts creates a staffing imbalance for the unit, the employee may need to seek a transfer to another department or unit where the desired shift is available.

b. Nurses working twelve (12) hour shifts shall be on a forty (40) hour work week beginning 12:00 a.m. Sunday and ending 11:59 p.m. the following Saturday.

c. Nurses hired prior to October 1, 1992 who are regularly scheduled to work on twelve (12) hour shifts shall be paid for hours actually worked. Said nurses shall be given the opportunity to work additional hours in accordance with the scheduling needs of PMC and subject to PMC approval in order to receive eighty (80) hours pay:

1. an additional twelve (12) hours every third week (i.e., 36, 36, 48)

or

2. an additional twelve (12) hour shift every fourth week (i.e., 36, 36, 36, 48).

Said nurses will be given the opportunity to permanently reduce to a .9 FTE status upon appropriate notification to her/his manager.

d. PMC mandated education shall be paid in accordance with the actual time of the class.

e. Normally, no more than four (4) twelve (12) hour shifts shall be scheduled in any seven (7) day period unless mutually agreeable between the employee and PMC. Time and one-half shall also be paid for all hours worked in excess of ten (10) or twelve (12) in a day. There shall be no pyramiding of overtime.

8.11 The Manager on each unit shall be responsible for scheduling on the unit with the goal of achieving patterned schedules compatible with the efficient operational needs of PMC. Employees may participate in self-scheduling according to unit specific guidelines. Schedules are approved by the Manager and Director.

In the event there are vacancies in the schedule, Per Diem RNs will be the first nurses utilized to fill the vacancies up to the amount of their minimum guaranteed time. In the event scheduled vacancies still exist, the nurses in the following order may volunteer: 1) regular part-time and part-time up to the maximum straight time hours; 2) Per Diem RNs up to the maximum straight time hours; 3) Weekend Program RNs up to maximum straight time hours; 4) Full

time, regular part-time, part-time, per diem, weekend, and agency alternative.

ARTICLE 9 - WAGES

9.1 Each employee in the bargaining unit shall be paid the straight time hourly wage rate specified for her/his length of continuous service as shown on Appendix A as adjusted for the credits as set forth in Section 9.12, if applicable. The straight time hourly wage rate is exclusive of shift differential, charge differential, preceptor differential, certification differential, and longevity differential. Wages for Per Diem, Agency Alternative, and Weekend Program Nurses are covered separately in Article 31 of this Agreement.

9.2 PMC agrees to maintain the current practice of compensating employees at the appropriate higher pay rate when such employees are assigned in accordance with applicable provisions of this Agreement to relieve or substitute for a charge nurse.

9.3 A shift differential of two dollars and twenty-five cents ($2.25) per hour shall be paid for all hours worked between the hours of 3:00 p.m. and 11:30 p.m. and three dollars ($3.00) per hour for all hours worked between 11:00 p.m. and 7:30 a.m. provided at least four (4) hours are worked between those hours. Employees regularly assigned to work evening or night shift shall have shift differential included with their base rate for the purpose of computing PTO pay.

9.4 In addition to the shift differentials specified in Article 9.3, employees working the float pool in a 0.6 FTE or above will be paid a supplemental shift bonus of five dollars ($5.00) per hour

for day shift, and five dollars ($5.00) per hour for evening and night shift.

9.5 An employee who is assigned to perform the duties and assume the responsibility of a Charge Nurse/Team Leader shall be paid a differential of two dollars ($2.00) per hour in addition to her/his regular hourly rate of pay and all other applicable differentials, including certification, for all hours actually worked as a Charge Nurse/Team Leader. Charge nurses will receive a minimum of one day orientation and a Charge nurse Workshop will be offered annually by the Education Department.

9.6 If an employee participates in a required in-service program during hours when an employee would be off-duty, the employee shall receive her/his regular rate of pay, including all applicable differentials.

9.7 An employee, who participates in an in-service program during hours when the employee would be off duty, shall receive pay at her/his regular straight hourly rate for all hours in attendance at the program.

9.8 Employees who are certified in her/his nursing specialty by a national professional certifying organization or by the ANA certification shall receive fifty cents ($.50) per hour added to her/his base rate. The RN shall maintain her/his specialty certification in order to continue eligibility for the differential. PMC shall make this adjustment for one certifying exam.

9.9 Employees who have attained a Bachelor's Degree in Nursing or a Bachelor's Degree specifically related to the employees' nursing duties as of February 1, 2026 and who are set forth in Exhibit A to the parties' Tentative Agreement dated January 29, 2026 and February 1, 2026 shall be paid a differential of sixty

cents ($.60) per hour in addition to her/his regular hourly rate of pay. Employees hired after February 1, 2026 shall not be eligible for the differential. All current members employed at PMC as of January 31, 2026 are eligible to get their BSN and receive the differential provided that the degree is received prior to February 1, 2029, and be eligible for the PRIME program.

9.10 Employees who have attained a Master's Degree in Nursing or a Master's Degree specifically related to the employees' nursing duties as of February 1, 2026 and who are set forth in Exhibit A to the parties' Tentative Agreement dated January 29, 2026 and February 1, 2026 shall be paid a differential of one dollar ($1.00) per hour in addition to her/his regular hourly rate of pay. Employees hired after February 1, 2026 shall not be eligible for the differential. All current members employed at PMC as of January 31, 2026 are eligible to get their MSN and receive the differential provided that the degree is received prior to February 1, 2029, and be eligible for the PRIME program.

9.11 Employees with experience in an acute health care facility or other clinical facility, in cases of specialties such as psychiatric nursing, which experience is relevant to the position for which such employees are hired and within three years immediately prior to their hiring date shall receive credit added to their annual salary based on a full year of prior experience.

9.12 As shown in the Appendix A, Wage Scale Table, effective the first day of the pay period after February 1, 2026, there shall be a three percent (3%) across the board increase in all full-time and part-time base rates.

9.13 As shown in the Appendix A, Wage Scale Table, effective the first day of the pay period after February 1, 2027, there shall be a three percent (3%) across the board increase in all full-time and part-time base rates.

9.14 As shown in the Appendix A, Wage Scale Table, effective the first day of the pay period after February 1, 2028, there shall be a three percent (3%) across the board increase in all full-time and part-time base rates.

9.15 Effective July 23, 2023, there shall be a retention differential of seven hundred and fifty dollars ($750) paid annually to only the full-time and part-time employees with thirty years of experience or more who are employed by the Hospital at the time of ratification and who are set forth in "Exhibit A' to the Tentative Agreement dated July 17, 2023. The retention differential shall be paid on a bi-weekly basis, prorated to their current FTE status and commence on the employee's anniversary date.

9.16 Graduate Nurses and Registered Nurses with less than 12 months of acute care experience will be paid an hourly rate of Forty Dollars ($40.00) and will not be eligible for payment of the wages set forth in Appendix A Wage Scale Table until such time as they successfully pass (a) applicable competencies, (b) orientation, and (c) nursing board examinations. PMC may increase the starting rate of Graduate Nurses and Registered Nurses with less than 12 months of acute care experience up to Step 1 on the wages set forth on Appendix A Wage Scale Table in its discretion and upon notice to JNESO.

9.17 PMC may elect to utilize an anniversary-based evaluation date or, alternatively, select a universal evaluation date applicable to all employees.

9.18 RNFAs performing the duties of surgical first assistance will be compensated at the straight time hourly rate of fifty dollars ($50.00).

ARTICLE 10 - ON CALL

[Departmental, Low Census Day (LCD) & Voluntary]

10.1 All employees who are required to be on call in a standby status and are subject to being called into work shall receive $4.75 per hour while on call. All references to on call pay in this Agreement are paid at this rate.

10.2 All employees who are on call and called into work shall be paid for such hours worked at their regular rate plus all applicable differentials.

10.3 The employee needs to confirm the phone number with the Manager/Supervisor should there be the need to contact her/him. It is the responsibility of the employee to keep in contact with the Manager/Supervisor if her/his location changes during the on-call hours.

10.4 On-call must be approved by a Manager/Supervisor.

DEPARTMENTAL ON-CALL

10.5 On-call employees, hired exclusively to be on-call, shall receive double their rate of pay for hours worked on holidays and on-call employees shall be entitled to benefits currently enjoyed by part-time employees based upon the actual hours worked at PMC.

10.6 All on-call employees who have been called into work outside of her/his regular shift schedule shall be guaranteed a minimum of two (2) hours at the applicable rate of pay. The two-hour minimum of guaranteed pay is not considered as actual hours worked when calculating overtime eligibility unless such hours are

actually worked. Employees called into work will be paid the applicable rate of pay beginning when the employee clocks into work. There shall be no duplication of pay for the same hours. PMC may require such employee to work for the minimum two (2) hours.

10.7 An employee who is required to stay or is called back and works four (4) or more hours during the eight (8) hour period immediately preceding their next scheduled work shift may elect to deduct such hours at the beginning or at the end of his/her shift the next day. PMC shall determine whether the time off shall be at the beginning or end of the shift.

10.8 Registered nurses who are assigned IR Call shall be paid for such hours actually worked at straight time, plus applicable differentials, or time and one-half (1 ½) their regular hourly rate, plus applicable differentials.

LOW CENSUS DAY (LCD)/ ON-CALL

10.9 When PMC gives the employee the option to take a low-census day, the employee may elect to receive PTO pay at straight time or take the day without pay.

10.10 Prior to cancelling overtime or offering a LCD in times of fluctuating census, the Manager/Supervisor will have the ability to offer on-call based on the needs of the organization.

10.11 For the staff to take call, the expectation is that they be available on the unit within one (1) hour.

10.12 An employee who agrees to be placed On-call while on a LCD may use, at the employee's discretion, PTO time to complete the budgeted hours worked. An employee who chooses to use paid

time but is called in may only use the amount of paid time needed to match her/his usual shift length. For example: A 12-hour employee is offered a LCD and agrees to be on-call from 7A-7P. After 3 hours (on call) he/she is called into work. The employee may, at her/his discretion, use up to three (3) hours of paid time and the remaining nine (9) hours shall be paid as hours worked. An employee who is on a scheduled overtime shift and placed on call may not use paid time to record hours worked while on call.

VOLUNTARY ON CALL

10.13 Employees may volunteer for on-call shifts, for which they will be scheduled pursuant to PMC's current scheduling software and, therefore, be subject to being called into work. The employees will be required to report to work within thirty (30) minutes plus travel time from home.

10.14 On-call shift will be based on clinical unit blocks as follows:

- Critical Care (ICU)
- Telemetry (PCU, CVTL)
- Psych
- Emergency Room
- Medical Surgical (2B, 3B, 5B, and RTC)
- OB/Peds/L&D
- Nursery/NICU
- OR
- SDS/OPS
- SPU
- PACU
- IR

- Cancer Center
- Cardiac Cath Lab
- Cardiac Rehabilitation
- In-Patient Rehabilitation Facility

10.15 On-call employees may be cancelled no earlier than 2 hours prior to the start of their scheduled shift. Call may be cancelled during periods of low-census or to accommodate operational needs.

10.16 Employees who participate in the Program will be paid an hourly stipend of $4.75 for taking call.

10.17 On-call employees called in to work will be sent home if PMC determines that they are no longer needed within the clinical block. Employees will be guaranteed a minimum of 2 hours at the applicable rate of pay if called into work. Employees receiving on-call assignments will be credited for beginning work when they arrive on the worksite, at which time call pay will cease and their regular applicable rate will commence.

10.18 Should an employee call out with an unscheduled absence during a week they have worked on call, they are subject to article 11.2.

10.19 Employees working in the weekend program pursuant to Article 31.6 of the Agreement will be eligible for participation in the Program.

10.20 Voluntary On-Call Bonus

a. PMC may implement using a bonus for the purpose of

attracting employees to volunteer for On-Call shifts on all Nursing Units and Departments. The bonus will be implemented at PMC's discretion. PMC will determine when to utilize the bonus, specific units/departments, and/or shifts, and timeframe to which the bonus will apply.

b. On-Call pay will be $4.75 per hour for taking call in accordance with Article 10.16.

c. Voluntary On-Call Bonus pay will be $15.00/hour, in addition to the employee's regular rate of pay and applicable differentials, for hours worked after being called to report to duty during an On-Call shift. The bonus shall be considered part of the employee's rate of pay for the purpose of computing overtime pay. Bonus pay begins when the RN arrives to work. Bonus pay ends when the designated bonus shift ends or the RN leaves work, whichever is earlier.

d. PMC will designate and post specific units/departments, shifts, and timeframes to which the bonus will apply prior to the shift being filled by employees.

e. Criteria and Requirements for the Voluntary On-Call Bonus Program, which shall be utilized by PMC, are set forth in appendix H to this Agreement.

ARTICLE 11 - OVERTIME

11.1 Employees assigned to a seven (7) consecutive day work period will be paid time and one-half (1-1/2) their regular hourly rate for any hours worked over forty (40) in a work period or for hours over eight (8), ten (10), or twelve (12) in a single work day, depending on the applicable shift length. There shall be no pyramiding of overtime.

For the purpose of this Section, a workday shall be defined as the twenty-four (24) hour period commencing at 12:00a.m. A work week begins on Sunday, 12:00am, and ends the following Saturday, at 11:59pm. After an employee has worked beyond her/his scheduled shift, PMC will not change her/his work schedule for the remainder of that pay period for the purpose of avoiding the payment of overtime under this Section.

11.2 For the purpose of calculating overtime pay, hours actually worked and pre-scheduled PTO hours shall be counted. If an employee calls out sick during a week where overtime is pre-scheduled and the employee works the pre-scheduled overtime shift and utilizes PTO time to cover their sick day – the extra shift will be paid at straight time. The timesheet will be appropriately marked to indicate sick time submitted.

11.3 PMC shall keep and maintain accurate records for each employee of overtime worked. Any employee shall be able to inspect within the applicable work area her/his overtime work record upon request.

11.4 This Agreement shall not be construed to be a guarantee to any employee of a fixed number of hours per workday, nor a fixed number of days in a work pay period.

11.5 All differentials, when applicable, shall be considered part of an employee's regular hourly rate of pay for the purpose of computing overtime pay.

11.6 If an employee accepts PMC's offer of a Low Census Day (LCD) in a week where she/he has one (1) or more prescheduled extra shifts, she/he shall be paid overtime for all time worked on the prescheduled extra shifts, only if working the pre-scheduled extra shift and the LCD hours would place the nurse in overtime status.

11.7 Extra Shifts During Holiday Weeks

This procedure will govern overtime calculations applicable to nurses who work extra shifts during a week or pay period that is inclusive of a holiday.

If an employee works an extra shift during the week or pay period which includes a holiday, all hours worked will be used to calculate overtime without regard to holiday premium pay.

The parties acknowledge that the above practice would, in the absence of this Article 11.7, violate the non-pyramiding provisions of this Agreement. This is a single deviation from otherwise applicable non-pyramiding contractual provisions.

ARTICLE 12 –PULLING/TEMPORARY RE-ASSIGNMENT

12.1 Temporary re-assignment is defined as the temporary assignment of an employee to a patient care unit other than the one to which she/he is normally assigned. PMC and JNESO recognize that nurses may or may not have the training and/or expertise to work in certain clinical areas of practice. Nurses who are temporarily reassigned to a unit other than their primary unit shall be assigned patient care in accordance with their annual

demonstrated competency level.

Employees shall not be required to perform new procedures or use new equipment unless adequate training has been provided, as determined within the sole discretion of PMC. The employee may request and be granted additional training or instruction if necessary as determined by PMC.

12.2 If practical, selections will be made on a rotating basis and employees shall be reassigned to a work assignment comparable to that on which the employee is normally scheduled to work.

12.3 Temporary re-assignment shall be rotated equitably as is practical.

12.4 Whenever practical, an employee transferred to another unit shall not be required to be in charge.

12.5 Whenever practical, new hires will not be temporarily reassigned during their orientation. In the event a new hire is temporarily reassigned during their orientation, the orientation shall be extended by the same number of shifts reassigned.

12.6 No employee shall be reassigned more than once per shift, however, a return to the original unit shall not constitute being pulled. PMC shall discuss a RN's return to the original unit with the assigned RN prior to requiring the return to ensure patient care needs are met. PMC agrees that it will not temporarily transfer or pull nurses without the skill to function as assigned. Should a nurse be pulled to a unit to which the nurse is not familiar, PMC will assign such nurse to an RN regularly assigned to that unit, or an available Nurse Manager or Nurse Supervisor, who will act as a resource person and provide a brief orientation to the unit.

In the event a regular full-time RN has volunteered and has been scheduled for an overtime shift; or a regular part-time RN has

volunteered and is scheduled for a shift in excess of hours for which she/he was hired; she/he may call in two (2) hours prior to the beginning of the shift (PMC will take this time frame into consideration on a case by case basis for those individuals who live an extended distance away from PMC) to the Nursing Manager or Nursing Office to determine if she/he is needed to report for duty. In the event the Nursing Manager determines the RN is not needed for staffing within her/his specific unit, she/he may elect not to report; but will be given the alternative to report for duty on another unit, if desired.

12.7 External agency nurses will be temporarily re-assigned first.

12.8 PMC shall make every effort to hire a float pool.

ARTICLE 13 – PTO (Paid Time Off)

13.1 Effective January 1, 2010, PMC will, henceforth, maintain a Paid Time Off Bank ("PTO") for each eligible employee consisting, if applicable, of the following component hours: vacation, all purpose, personal and holiday.

Vacation, all purpose and personal hours will be accrued on a per pay basis.

Holiday hours will be accrued into the PTO Bank per Article 14.

a. Regular full-time and part-time employees who have completed ninety (90) days of uninterrupted employment are eligible for PTO in accordance with their individual earned rates based upon length of continuous service as follows:

1. Regular full-time and part-time employees who regularly work thirty (30) hours or more per week will accrue PTO consisting of vacation, all purpose and personal hours as follows:

Current Employees

Length of Continuous Service	***Maximum Annual PTO Accrual (based on 2080 hours)**
0-5 years	**192 hours**
6-14 years	**232 hours**
15-19 years	**256 hours**
20 & over years	**272 hours**

Employees Hired On / After 4/1/2018

Length of Continuous Service	***Maximum Annual PTO Accrual (based on 2080 hours)**
0-5 years	**160 hours**
6-14 years	**200 hours**
15-19 years	**224 hours**
20 & over years	**240 hours**

*Maximum accrual exclusive of holiday PTO. Holiday PTO hours will accrue into the PTO bank separately.

2. Regular part-time employees who regularly work less than thirty (30) hours per week will accrue PTO consisting of vacation and all purpose hours as follows:

Current Employees

Length of Continuous Service	*Maximum Annual PTO Accrual (based on 2080 hours)
0-5 years	144 hours
6-14 years	184 hours
15-19 years	208 hours
20 & over years	224 hours

Employees Hired On/After 4/1/2018

Length of Continuous Service	*Maximum Annual PTO Accrual (Based on 2080 Hours)
0-5 years	112 hours
6-14 years	152 hours
15-19 years	176 hours
20 & over years	192 hours

*Part-time employees who regularly work less than 30 hours per week are not eligible for
holiday or personal hour accruals.

b. Annual PTO accrual rates are accrued based on FTE status, and are contained in Appendix D, attached.

c. Accruals for employees hired on or after 4/1/2018 will be 32 hours fewer than those employees hired prior to 4/1/2018.

13.2 An employee shall be eligible to use any or all of her/his earned, but unused, PTO at any time throughout the year. A newly

hired employee shall be eligible to use any or all of her/his earned but unused PTO hours at any time throughout the year after she/he has completed her/his first (1st) ninety (90) days of uninterrupted employment.

Employees who transfer from a non-benefit eligible position, shall be eligible to use any or all of her/his earned, but unused, PTO hours after transferring into a benefit eligible position.

13.2.b ***PTO Bank Maximum***

1. The amount of PTO eligible for carry-over shall be one hundred (100) hours for full-time and part-time employees regularly scheduled thirty (30) hours or more per week.

2. The amount of PTO eligible for carry-over shall be fifty (50) hours for part-time employees regularly scheduled less than 30 hours per week.

13.3

a. PMC will approve the scheduling of PTO based upon the staffing of nurses on a given unit.

b. Selection of PTO time shall be determined by the work area seniority of nurses on a given unit. (If two (2) or more nurses on a given unit have the same work area seniority, their Bargaining Unit seniority shall be utilized to break the tie. Should this date also be the same, then a lottery shall determine the order of seniority).

   A PTO request list shall be posted January 15th of each year on each unit. PTO requests submitted by February 5th shall be granted based upon seniority and approved for the entire PTO scheduling period.

(The PTO-scheduling period shall cover the period of June 1 through May 31). Employees will be notified by March 1st of their vacation approvals (or earlier should there be conflicts). PTO requests made after February 5th shall be approved and granted on a first-come basis and approval of scheduling shall be based upon the staffing of nurses on any given unit. Employees shall be notified within thirty (30) days of their written request whether or not their requests have been approved or denied. If the PTO request is not approved, the Supervisor shall provide written rationale for denial to the individual upon request.

In the event an employee requests PTO on a day or days of a weekend and such request is submitted no later than twenty (20) calendar days prior to the first day of the scheduling period within which the requested vacation would occur and such request is approved, such employee shall not be required to obtain a replacement for such weekend PTO.

Employees who are scheduled to work once every third weekend are not permitted to take PTO on a scheduled weekend unless the employee obtains a replacement for the scheduled weekend. However, one (1) weekend within the calendar year, they do not have to find coverage. They may use their PTO without finding coverage for this one weekend. This exception shall not apply to any prime-time weekends.

c. Seniority preference with respect to PTO of four (4) or more consecutive days for eight (8) hour employees; or three (3) consecutive days for ten (10) and twelve (12) hour shift employees, during the period from Memorial Day through Labor Day, and during the period from December 15 through January 15, shall be applicable to the selection of one (1) week during such periods. PMC shall schedule all other requested PTO in accordance with the provisions of this Article on an equitable basis. Additional weeks may be granted and shall not be unreasonably denied.

d. One PTO shift may be used as an emergency day. This day is to be utilized for unexpected emergent events that cannot be foreseen. It is not intended to provide an excused absence from work. The emergency day is not subject to established unit call-in requirements, although the employee is required to provide notice prior to the start of her/his shift. Verification of the emergency may be required before the employee is paid for the day.

13.4 An employee shall be eligible to receive her/his PTO pay on her/his last workday prior to the first day of her/his PTO provided such employee has so notified PMC at least two (2) weeks prior to the start of such PTO.

13.5 Use of PTO hours for medical and non-medical leave will occur as follows:

a. Full and part-time employees must utilize PTO hours to cover absences due to short -term or non-work-related injury.

In the event an employee suffers a relapse of a short-term illness or a recurrence of the same illness, as evidenced by written physician documentation, within seven (7) calendar days of their return to work, days missed shall count toward the 48 hours PTO requirement to be used before using EIB.

b. Medical Leave – Full and part-time employees on an approved medical leave, defined as 48 or more consecutive scheduled hours, supported by medical documentation, must exhaust 48 hours of PTO prior to accessing EIB.

If an employee on an approved medical leave, as evidenced by medical documentation, lacks sufficient PTO hours to satisfy the 48-hour requirement, EIB hours may be accessed immediately.

Employees who have taken at least one medical leave, as evidenced by medical documentation, and who have already satisfied the 48-hour PTO requirement in a calendar year for a prior medical leave, may access EIB immediately.

c. Employees on a non-medical leave or family leave must utilize PTO hours prior to taking unpaid leave.

13.6 When an employee returns from a family medical leave, greater than six (6) weeks, she/he may not utilize PTO, with the exception of an actual holiday recognized in Article 14, for a period of thirty (30) days. The employee along with a JNESO representative may submit a request for an exception to this rule to the employee's Manager. An appeal from the employee's Manager's decision may be taken by the employee or JNESO representative to the Administrator of Human Resources.

13.7 In the event an employee has a scheduled family or medical leave to be taken in January, February or March of a calendar year

and intends to use PTO for such leave, the employee will be permitted to carry over from the previous calendar year the number of PTO hours in excess of the maximum carry over necessary to fulfill the requested leave with pay.

13.8 Paid time off hours offer flexibility and may be used for vacation and short term illness or injury. Up to forty-eight (48) hours or any portion thereof of PTO may be transferred into the Extended Illness Bank on a one-time annual basis at the end of each calendar year. Employees must submit a "Request to Transfer PTO Hours" form to Human Resources no later than November 15th. Such transfers, however, cannot exceed the Extended Illness Bank maximum of 752 hours. PTO hours are a terminating benefit. Employees will receive payment for the balance of any PTO upon resignation provided proper notification is given. PTO may not be used as termination notice time.

Pay for any PTO hours shall be at the employee's regular rate of pay, including applicable differentials.

13.9 In order to receive pay for a shift missed due to illness you should notify your department as required by the Absence Notification Policy before you are scheduled to begin your shift. If you are absent from work for a period of three (3) days or longer, you must furnish your manager with a note from your physician indicating your ability to resume work.

13.10 The Extended Illness Bank provides a benefit in helping to protect you against financial loss resulting from a long-term illness, injury, or medical condition. This bank will consist of the Extended Illness accrual hours. EIB will be utilized to achieve full salary.

If an employee changes from a benefit eligible status to a non-benefit eligible status, her/his accrued, unused leave in her/his extended illness bank shall be frozen until such time as the employee transfers back into a benefit eligible status. The employee has no right to utilize or be paid out of the frozen EIB accrual while in a non-benefit status.

Extended Illness hours are earned at a rate of .02313 hours for every straight-time hour paid and accrue on a per pay period basis beginning the fourth (4th) month of employment.

Extended Illness Bank maximum accrual allowance is 752 hours.

Extended Illness Bank hours shall not be paid upon termination of employment. Per Diem, Alternative Agency and Weekend Nurses are not eligible for EIB hours.

13.11 Employees must exhaust 48 hours of PTO and the balance of accumulated hours within the EIB before eligibility for Short Term Disability begins.

13.12 For injuries determined to be work related, the first seven (7) consecutive, calendar days will be taken from accumulated hours balance within the EIB. The remaining time out will be charged against Worker's Compensation.

ARTICLE 14- HOLIDAYS

14.1 PMC observes the following seven (7) paid legal holidays per year:

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

a. Regular full-time employees and part-time employees, who regularly work thirty (30) hours or more per week (based on actual straight time hours paid) will receive eight (8) hours holiday in the employee's PTO bank approximately thirty (30) days prior to the actual holiday for eligible employees. All newly hired employees must complete their ninety (90) day probationary period before being eligible to receive holiday hours. Transferred employees will be eligible to receive holiday hours as of the date of transfer.

b. Recognizing that some employees, due to their religious preferences, may desire to take another day instead of Christmas or Easter, such employees may substitute, in either instance, one (1) or two (2) days that are consistent with their own religious observances.

14.2 All holidays may be assigned to regular full-time, and regular part-time employees on an alternate basis. PMC will post, during the first week of November, the schedule of holidays assigned to each employee, beginning with Easter. No employee

will be assigned to work both Christmas and New Year's Day of the same holiday season.

14.3 A full-time employee shall receive eight (8) hours of pay at her/his regular hourly rate, including applicable differentials, for each paid holiday, as set forth in Section 14.1, if such employee does not work on the holiday. An eligible regular part-time employee shall receive eight (8) hours pay at her/his regular rate, including applicable differentials, if such employee does not work on the holiday.

14.4 Any full-time, or part-time employee who regularly works thirty (30) hours or more per week, who works on an actual holiday, will be paid time and one-half (1-1/2) her/his regular hourly wage for those hours worked and be granted compensatory time off. Full-time employee compensatory time paid will be eight (8) hours; part-time, who regularly work thirty (30) hours or more per week, shall receive eight (8) hours compensatory time.

14.5 Part-time employee working less than thirty (30) hours per week, will be assigned a maximum of two (2) holidays per calendar year, consisting of one major holiday and one minor holiday, the latter of which shall be defined as all other holidays other than Thanksgiving, Christmas and New Year's Day. Notwithstanding the foregoing, however, there may be instances when scheduling needs of the unit makes it necessary to schedule part-time employees to work every other holiday.

14.6 If one of the holidays set forth in Section 14.1 of this Article falls within a full-time or eligible part-time employee's vacation period, the employee may use the holiday in place of a vacation day provided such employee is eligible for the paid holiday.

14.7 If a paid holiday falls on a full-time or eligible part-time staff employee's scheduled day off, she/he shall be granted an alternative day off with pay as her/his paid holiday.

14.8 Paid holidays for eight (8) hour shift employees shall be defined as the twenty-four (24) hour period commencing at the beginning of the night shift (11:00 P.M.) on the day prior to the date of the paid holiday, and ending at the end of the evening shift (11:30 P.M.) on the date of the paid holiday.

14.9 Paid holidays for twelve (12) hour shift employees shall be defined as 11:00 P.M. the eve of the holiday to 10:59 P.M. on the actual holiday.

Premium pay, if applicable, will be calculated and paid for all hours of a shift worked on a holiday, for a maximum of twelve (12) hours pay.

14.10 In order to be eligible for holiday pay, compensatory time off, or premium pay for working on a holiday, an employee must work the holiday shift if scheduled, her/his last scheduled shift up to fourteen (14) calendar days before, and her/his first scheduled shift up to fourteen (14) calendar days after the holiday except in the case of illness or accident preventing the employee from working as evidenced by a written certificate of a physician submitted on the first day the employee returns to work or such other proof that the Hospital may require.

14.11 An employee on lay-off or unpaid leave status shall not be entitled to holiday pay for holidays occurring during the lay-off or leave period when the employee returns to work.

14.12 Employees working in departments that are normally closed on holidays, are not required to work said holidays, except in

cases of emergency.

14.13 In general, employees with twenty (20) years of bargaining unit seniority will not be required to work Christmas Day and New Year's Day and this shall count as working one of the required holidays. However, there may be instances when the scheduling needs of the unit will make it necessary to schedule twenty-year employees. These nurses will be scheduled first on a volunteer basis. If there are not enough twenty year RN volunteers, and only after all agency alternatives and Per Diem RNs and Weekend Program RNs who have the appropriate competency level are scheduled in accordance with their Christmas and New Year's holiday requirement, then 20-year RNs will be scheduled based upon reverse work area seniority on a rotating basis. A 20-year employee who works Christmas or New Year's will receive double time for all hours worked on said holiday.

14.15 If Low Census exists the scheduled 20-year employee will be given the first opportunity to be cancelled, followed by the 20-year volunteers.

ARTICLE 15 - UNPAID LEAVES

Employees shall be eligible for unpaid leave in accordance with the following:

15.1 Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component shall be granted in accordance with applicable law.

15.2 Medical Leave

A leave of absence for medical reasons shall be granted to employees who have completed their probationary period when such leave is forty-eight (48) or more consecutive scheduled hours because of illness or disability. A written request for such leave is required in all instances. Proof of illness or disability in the form of a doctor's certificate shall be required, and such certificate shall include a prognosis and if, determinable, an expected date on which the employee is able to return to work. The request for leave shall be granted for a period of up to six (6) months. Upon submission of an additional written request, in accordance with this Section, PMC may grant a second leave of absence provided the total length of the combined leaves does not exceed one (1) year.

At the conclusion of such leave, the employee shall be entitled to return to her/his former job and shift within three (3) months of the beginning of the leave. After such three (3) month period, the employee shall be entitled to return to her/his former job and shift, if available, or to a comparable position.

PMC is not required to grant a leave under this Section to an employee who has concluded a leave of greater than twelve (12) weeks, under this Section, during the prior twelve (12) month period.

15.3 Educational Leave

PMC may grant an employee's request for a leave of absence for full-time attendance at a college or university to study nursing or other courses of study related to nursing career development. When such a request is granted, the leave shall be for a period not to exceed twelve (12) consecutive calendar months. At the conclusion of an educational leave, the employee shall be entitled to return to her/his former job and shift within three (3) months of the beginning of the leave. After such three (3) month period, the employee shall be

entitled to return to her/his former job and shift, if available, or to a comparable position. If such employee returns to a bargaining unit position, she/he shall suffer no loss of seniority nor of accrued and unused benefits as a result of such leave.

15.4 Union Business

PMC shall, upon written request, grant up to twenty (20) days per contract year of unpaid leave (only one (1) day of which may be taken between Memorial Day and Labor Day) for the purpose of the employees' attending to periodic Union business, and provided that PMC operations permit such leave. During the years that JNESO holds its convention, the above twenty (20) days shall be increased to thirty (30) days. JNESO will notify PMC one (1) year in advance of the year when its convention is held.

15.5 Other Leaves

Leaves of absence without pay for other reasons may be granted at the sole discretion of PMC, but shall not be unreasonably denied.

15.6 It is expected that an employee requesting any leave under this Article shall do so as far as possible in advance of the proposed date of commencement of the leave. PMC shall respond to such requests as promptly as practicable.

15.7 An employee on an unpaid leave in excess of thirty (30) days may continue her/his coverage under all applicable group insurance programs by paying to PMC the full applicable premium on a monthly basis, provided the insurance carrier permits such continued coverage.

15.8 Upon request, a leave of absence for childcare may be granted to an employee following the birth of a child, the adoption

of a child or to care for a child who is ill. The maximum time that may be granted under this provision is six (6) months. At the conclusion of a leave granted under this Section, the employee shall be entitled to return to her/his former job and shift within three (3) months of the beginning of the leave. After each three (3) month period, the employee shall be entitled to return to her/his former job and shift, if available, or to a comparable position. If such employee returns to a bargaining unit position, she/he shall suffer no loss of seniority or a loss of accrued, unused benefits as a result of such leave.

ARTICLE 16 - UNION ACTIVITIES, VISITATION, BULLETIN BOARDS

16.1 No employee shall engage in any Union activity, including the distribution of printed materials which could interfere with the performance of work during her/his working time or in working areas of PMC at any time, except as provided in the Grievance Procedure Article of the Agreement.

16.2 When any non-employee JNESO official desires to conduct JNESO business, she/he shall notify the office of the Administrator of Human Resources of her/his presence in PMC. JNESO representatives shall be permitted reasonable time while on duty to conduct legitimate contract business. In no event shall activities be engaged in which interfere with the efficient and proper functions of PMC. An employee JNESO representative intending to go to a unit other than the one she/he represents must receive permission from her/his Supervisor to leave the unit in which she/he works and the permission of the Supervisor of the unit she/he is entering. Such visits shall not interfere with the operations of PMC.

16.3 PMC will provide JNESO with at least one (1) bulletin

board on each unit and locked mailbox in each building. Such bulletin boards may be used for the purpose of disseminating information concerning official JNESO business, and the material posted shall not be of an inflammatory or political nature.

16.4 Representatives designated by JNESO shall be considered as JNESO representatives while acting in such capacity.

16.5 A representative of JNESO shall be permitted an hour during the orientation of newly hired registered nurses to discuss and explain this Agreement and pertinent local unit business as it pertains to this Agreement.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 A grievance shall be defined as a dispute, complaint or sympathy strike arising between the parties hereto as to the application or interpretation of this Agreement, and shall be processed and disposed of in the following manner:

Step One: Within ten (10) working days of its occurrence (except as provided under the Discharge and Penalties Article of the Agreement), an employee having a grievance and/or her/his JNESO delegate shall take it up with her/his immediate Supervisor. PMC need not accept a grievance filed after the above ten (10) day period. PMC shall give its answer in writing to the employee and/or her/his JNESO representative within five (5) working days after the presentation of the grievance in Step 1.

Step Two: If the grievance is not settled in Step 1, the grievance may within five (5) working days after the answer in

Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and her/his JNESO representative, and presented to the Vice President of Patient Services or her/his designee. At the request of JNESO, the Department Head shall meet with the grievant and her/his JNESO representative to discuss the grievance. A grievance in Step 2 shall be answered by PMC in writing within five (5) working days after its presentation.

Step Three: If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Administrator of Human Resources and she/he shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step. At the request of JNESO, the Administrator of Human Resources shall meet with the JNESO representative(s), and the grievant to discuss the grievance.

17.2 Failure on the part of PMC to answer a grievance at any step shall not be deemed acquiescence thereto, and JNESO may proceed to the next Step.

17.3 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Step 1 in Section 17.1 of this Article.

17.4 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays, and may be extended

by mutual written agreement of the parties on a case-by-case basis.

17.5 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed to have been withdrawn without prejudice and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

17.6 A grievance which affects a substantial number or class of employees and which PMC representative designated in Step 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the JNESO representative.

17.7 Up to six (6) employees of PMC shall each be entitled to up to one (1) non-cumulative straight time hour of pay per week for the purpose of disposing of grievances in accordance with the Provisions of this Article.

ARTICLE 18 - ARBITRATION

18.1 A grievance as defined in the Grievance Procedure Article which has not been resolved there-under may, within ten (10) working days after completion of Step 3 of the grievance procedure, be referred to arbitration only by JNESO by giving written notice to PMC and the American Arbitration Association within the ten (10) working day period. An arbitrator shall be selected in accordance with the procedures, and the arbitration hearing shall be conducted in accordance with the labor arbitration rules of the American Arbitration Association.

18.2 The fees and expenses of the Arbitrator and the fees of the American Arbitration Association shall be borne equally by the parties.

18.3 The award of an arbitrator hereunder shall be final, conclusive and binding upon PMC, JNESO and the employee.

18.4 The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 17.1 of the grievance procedure provision, and she/he shall have no power to add to, subtract from, or modify in any way, any of the terms of this Agreement or to issue an award inconsistent with any applicable law.

18.5 Failure to submit a grievance to arbitration by filing of a demand for arbitration within the time limits specified in Section 18.1 of this Article shall render the grievance not subject to arbitration.

18.6 Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the grievance procedure except if the grievance concerns an error in the employee's rate of pay, the proper rate shall be applied retroactive to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by PMC and JNESO, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved may have received from any source during the period for which back pay is claimed.

ARTICLE 19 - PROBATIONARY EMPLOYEES

19.1 Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence. Such probationary period may be extended to six (6) months for any particular employee by PMC when it deems

appropriate to do so. PMC must notify the employee of the rationale when it extends a newly hired employee's probationary period. Upon successful completion of the probationary period, the employee will be given the credit for all seniority and applicable benefit accruals retroactive to the employee's date of hire.

19.2 During or at the end of the probationary period, PMC may at its sole discretion discharge at will any new employee after discussion with the preceptor, educator and the Manager and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

19.3 Article 19.3 will supersede any other articles referencing benefit eligibility for employees transferring from a non -benefit status to a benefit eligible status.

Benefit eligible transfers will be eligible for benefits after transfer as follows:

a. Health/Dental/Vision/Life/STD

   1st of the month following the transfer.

b. PTO immediate

c. Extended Illness Bank – after ninety (90) days Employees who transfer into a benefit eligible position who have EIB hours frozen, will be able to access EIB upon transfer. Utilization of EIB will follow provision of Article 13.

ARTICLE 20 - RESIGNATION

20.1 An employee who resigns shall give PMC four (4) weeks

advance notice ("Notice Period") in writing. Such notice shall be submitted to her/his immediate supervisor.

20.2 An employee who gives notice of resignation, as provided above, shall be entitled to receive payment for unused PTO time on the effective date of the resignation or termination. The use of PTO, in lieu of working through the required Notice Period, is not permitted. Further, if notice is not given as provided above, an employee shall not be entitled to such payment.

ARTICLE 21 - LABOR-MANAGEMENT MEETINGS

21.1 JNESO representatives may meet with representatives of PMC to resolve problems or issues dealing with the implementation of this Agreement and to discuss other labor-management issues that may arise, including health and safety matters, and review of staffing forms and PMC staffing trends. Such meetings shall be held on the request of JNESO but no more than one (1) meeting shall be held each month unless there is a mutual agreement for more frequent meetings.

21.2 JNESO and PMC shall present agendas to each other at least three (3) days in advance of such meeting. PMC shall have persons present who can address themselves to the issues in the agenda presented by JNESO. Agreements achieved during these meetings shall be reduced to writing.

21.3 Minutes shall be submitted to JNESO 10 days before the next meeting for review and proposed modification.

ARTICLE 22 - SEPARABILITY AND WAIVER

22.1 It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of the Agreement shall continue in full force and effect.

22.2 PMC and JNESO acknowledge that this Agreement represents the results of collective bargaining between them conducted under and in accordance with the provisions of the National Labor Relations Act and constitutes the entire Agreement between them for the duration of the life of said Agreement; each party waiving the right to bargain collectively during the term of this Agreement with regard to any subject matter, issue or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 23 - UNION SECURITY

23.1 Each employee who, on the date of signing of this Agreement is a member of JNESO and each employee who becomes a member after that date shall maintain membership in the Union for the term of this Agreement.

23.2 Any employee who is a member of and adheres to

established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join and remain a member of JNESO as a condition of employment. Such employee shall be required, as a condition of continued employment, to remit monthly to either PATH House or Women's Resources, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, a sum equal to the initiation fee and regular dues of JNESO as provided for herein. Such sum shall be checked off by PMC-from the employee's pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by PMC to the charity designated by the employee from the above. Such designation shall be made in the form of a written authorization.

23.3 All employees who are hired after the signing of this Agreement will become and remain members of JNESO in good standing as a condition of employment. Failure to join JNESO upon completion of her/his probationary period or within thirty-one (31) days, whichever is later, will result in the employee being terminated by PMC upon written notification to PMC by JNESO.

23.4 For the purposes of this Article, an employee shall be considered a member of JNESO in good standing if she/he tenders her/his periodic dues uniformly required as a condition of employment.

23.5 The foregoing provisions shall be effective in accordance and consistent with the applicable provisions of Federal and State law.

ARTICLE 24 - EDUCATION

TUITION REIMBURSEMENT

24.1 For the duration of this Agreement, PMC shall budget $90,000 for tuition reimbursement, books, and fees for members of the bargaining unit each year. The conditions under which an employee may receive tuition reimbursement shall be in accordance with the tuition policy.

24.2 Employees shall receive one hundred percent (100%) reimbursement up to a maximum of $3,500 per each year of the contract, provided available funds allow for such payment.

24.3 In the event that, at the end of PMC fiscal year it has not spent the entire budgeted amount, then those employees who have spent over their limit for tuition, books and fees may be reimbursed proportionally for those sums in excess of their limit.

24.4 Per Diem and part time nurses will be eligible for tuition reimbursement up to $3,500 per year under the same guidelines applicable to full time nurses for up to a maximum of 3 years or upon their completion of the BSN or MSN degree, whichever comes first, conditioned upon their agreement to work in a 0.75 FTE positions or greater at PMC for a minimum period of 2 years.

PRECEPTOR PROGRAM

24.5 A Preceptor Program will be continued for RN and GN development.

24.6 Preceptor applications will be reviewed by the Professional

Practice Preceptor Committee, which shall then select preceptors based upon established criteria. Should there be an insufficient number of preceptors on a specific unit, PMC will select, on an interim basis, individuals to serve as preceptors. Interim preceptors will be required to participate in and be subject to the above described preceptor approval process.

24.7 Preceptors will receive a differential of $3.50 per hour for those hours assigned as a preceptor for RNs, GNs, LPNs, Externs, and other degreed, interdisciplinary professionals, as assigned by the nursing manager during their orientation period.

24.8 Orientees will not be counted as patient-care staff during their orientation.

24.9 Guidelines for the orientee and Preceptor will be developed according to the program requirements. The orientees and their Preceptor will follow the same schedule, when possible**.** If floating is required on the preceptor's unit, it will be performed by non-preceptor RNs to the greatest extent possible. If a preceptor is required to float while orienting another employee, the orientee may be assigned to float with the preceptor. Throughout the orientation process and upon the completion of orientation, the primary preceptor will document the orientee's observed competency status. Thereafter, the Manager and/or Educator, Preceptor, and orientee shall meet to discuss the orientee's status.

24.10 Upon completion of the orientation period, the preceptor will continue her/his relationship with the new employee as a mentor by assisting the employee in acclimating to the PMC organization. This would include helping the employee develop relationships with other PMC personnel, become familiar with PMC's policies and

procedures and generally serve to make the transition to the PMC's organization a positive and productive experience. The preceptor differential will only be paid during the orientation period.

Continuing Education

24.11 Per Diem RNs, Weekend Program RNs, agency alternative and part-time employees shall be entitled, at their own option, with their manager's permission to attend one (1) in-house in-service program per calendar year which relates to their nursing specialty and they shall receive their regular pay for such attendance. Attendance shall not be counted as hours worked, as their attendance is not required, for purposes of overtime.

24.12 $65,000 will be allocated for each fiscal year for the continuing education of staff nurses, for registration fees, associated expenses and salary. Time reimbursed will only be time that the employee would be regularly scheduled for work. Maximum time reimbursed will be 12 work hours.

The Education Council shall operate in collaboration with shared governance. The Education Council shall include: the JNESO Local Vice President or designee and other interested RN Staff members. The Education Council will meet as necessary to effectuate its purposes. Management will approve all requests for time off for attendance at seminars in accordance with established procedures.

The Education Council shall request approval/disbursement for excess funds to be used in accordance with Article 24.17. The request shall be submitted to the VP of Patient Care Services for approval.

Reimbursement for initial certification examination fees will be paid in accordance with established disbursement procedures.

24.13 Employees hired to work between sixty (60) and eighty (80) hours per pay period shall receive One Hundred Percent (100%) reimbursement of approved continuing education expenses.

24.14 Employees hired to work between forty-eight (48) and fifty-nine (59) hours per pay period shall receive up to nine-hundred dollars ($900) reimbursement of approved continuing education expenses provided fifteen hundred dollars ($1,500) is the annual per RN benefit.

24.15 Employees hired to work between thirty-two (32) and forty-seven (47) hours per pay period shall receive up to six-hundred dollars ($600) reimbursement of approved continuing education expenses provided fifteen hundred dollars ($1,500) is the annual per RN benefit.

24.16 Employees hired to work less than thirty-two (32) hours per pay period shall receive up to three hundred seventy-five dollars ($375) reimbursement of approved continuing education expenses provided fifteen hundred dollars ($1,500) is the annual per RN benefit.

24.17 In the event that at the end of PMC's fiscal year it has not spent the entire budgeted amount, any funds left over shall be spent by PMC on educational programs as set forth in Appendix E/Continuing Education Guidelines. The Professional Development Council will determine, after consideration of the annual education needs assessment results, the need for any specific program(s) PMC may provide for all bargaining unit employees.

24.18 Requests for continuing education shall be submitted to the nursing manager. The manager shall submit the written response back to the Council within ten (10) calendar days, excluding weekends and holidays.

24.19 A quarterly report shall be submitted to JNESO of dollar amounts reimbursed and approvals/denials in a timely manner, but not to exceed thirty (30) days.

24.20 Mandatory seminars (i.e., ACLS, PALS) and in-house seminars are not paid out of these funds. They will be paid out of the appropriate expense account.

24.21 PMC will conduct in-service educational programs with CEU's as applicable, (which will not be exclusively videos or self-study packets) for a minimum of two (2) hours per month. In the event such a program is scheduled on the employee's time off, the employee will be paid straight time or overtime if applicable.

24.22 Employees who attend continuing education seminars pursuant to this article shall be required to present the salient points of such seminars to fellow staff within thirty (30) days after attending such programs. Employees who fail to disseminate the results of their attendance at continuing education programs shall be denied future continuing education opportunities for one year.

ARTICLE 25 – INSURANCE PROGRAM

25.1 Effective January 1, 2026, and for each contract year thereafter, PMC shall provide to bargaining unit employees the health, RX, dental, vision, and life insurance plans provided to PMC colleagues on the terms and conditions of such plans effective at that time which shall include, but shall not be limited to, eligibility, deductibles, premiums, and co-pays.

For purposes of benefit eligibility, a full-time employee is defined as any employee who is regularly scheduled to work at least thirty-

six (36) hours per week or seventy-two (72) hours in a pay period (a .9 FTE).

25.2 Short Term Disability

a. PMC shall provide, for each eligible employee, insurance for sickness or accidents off the job that prevent the employee from working. The employee shall receive weekly payments for a maximum of twenty-six (26) weeks at up to Four hundred fifty dollars ($450.00) per week. Payment will begin on the later of (1) the first day of the accident, (2) the eighth (8th) day of illness or (3) when the employee has exhausted forty eight (48) hours of her/his PTO and extended illness hours under this Agreement.

b. Newly hired full-time and part-time employees will be eligible for Short Term Disability coverage the first month after ninety (90) days of employment. Employees who transfer into a benefit eligible position will receive coverage as per Article 19.3.

25.3 PMC guarantees that any changes to the medical plan shall not be arbitrarily imposed on the bargaining unit and will be applied equally to all PMC colleagues. Upon request, PMC will meet and discuss such changes with the Union prior to implementation. Additionally, prior to the commencement of any benefit year during the term of this Agreement, PMC agrees to meet with JNESO to obtain from the union recommendations for the following benefit year.

ARTICLE 26 - PENSION PLAN

Effective January 1, 2013, the implementation date of the defined contribution plan ("Implementation Date"), the defined benefit plan ("DB Plan") was frozen. Future accrual of benefits under the DB Plan will cease on the Implementation Date, subject to the provisions below.

DB Plan

Employees who, as of the Implementation Date, are participants in the DB Plan will have their final average pays frozen and their service for benefit accrual purposes frozen. Service for vesting purposes will continue for participants who have not fully vested as of the Implementation Date, provided that they work at least one-thousand (1,000) hours in each of the additional service years. This means that participants will accrue service towards becoming vested in the frozen DB Plan benefit, and towards becoming eligible for early retirement. No employees will be permitted to become participants in the DB Plan on and after the Implementation Date.

PMC has indicated that it may terminate the DB Plan on a date after February 1, 2026. Should it do so, it shall ensure that the Plan Termination is made in accordance with all applicable federal laws and regulations including the required notifications to Plan Participants and the Pension Benefit Guaranty Corporation ("PBGC"). PMC agrees to provide JNESO at least 30 days in advance of transmitting such notifications true and correct copies of such notifications, correspondence and communications as well as any subsequent notifications, correspondence and communications sent to participants and the PBGC. PMC further agrees to provide JNESO with any documents to be provided by any credentialed financial experts who are retained by PMC to conduct educational meetings with participants regarding available options following termination of the DB Plan. In the event of a Plan Termination,

PMC agrees to provide JNESO with documentation evidencing that the DB Plan has sufficient assets to meet its obligations to vested participants.

DC Plan
On the Implementation Date, all employees will become participants in the DC Plan, subject to the terms and conditions of such DC Plan.

Non-Elective contributions

- For 2013 Only
    - PMC will contribute five percent (5%) as a non-elective employer contribution at the end of the 2013 plan year, so long as the employee works at least one thousand (1,000) hours in the plan year and remains employed at PMC though the end of the 2013 plan year. If the employee terminates during the year due to death, disability, early retirement, or retirement, PMC will contribute the 5% at termination as long as the employee works at least one-thousand (1,000) hours in the plan year.
    - Employees who, by combination of age and years of service, achieve a numerical value of at least seventy (70) and less than eighty (80), by January 1, 2013, shall receive an additional one-half of one percent (0.5%) non-elective employer contribution at the end of the 2013 plan year, so long as the employee works at least one-thousand (1000) hours in the plan year and remains employed at PMC though the end of the 2013 plan year. If the employee terminates during

the year due to death, disability, early retirement, or retirement, PMC will contribute the 0.5% at termination as long as the employee works at least one-thousand (1,000) hours in the plan year.

- Employees who, by combination of age and years of service, achieve a numerical value of at least eighty (80), by January 1, 2013, shall receive an additional one percent (1%) non-elective employer contribution at the end of the 2013 plan year, so long as the employee works at least one-thousand (1000) hours in the plan year and remains employed at PMC though the end of the 2013 plan year. If the employee terminates during the year due to death, disability, early retirement, or retirement, PMC will contribute the 1% at termination as long as the employee works at least one-thousand (1,000) hours in the plan year.

- For 2014 and later
  - PMC shall contribute 2% as a non-elective employer contribution at the end of every -plan year, and the employee shall receive such contribution no later than April 30th of the following calendar year, so long as the employee works at least one thousand (1,000) hours in the plan year and remains employed at PMC through the end of the plan year, and so long as PMC achieves a three percent (3%) operating margin. If the employee terminates during the year due to death, disability, early retirement, or retirement, PMC will contribute the 2.0% at

termination as long as the employee works at least one thousand (1,000) hours in the plan year. If PMC's operating margin is less than 3%, such 2% non-elective employer contribution shall be paid at PMC's discretion.

- Employees who, by combination of age and years of service, achieve a numerical value of at least seventy (70) and less than eighty (80), each January first, shall receive an additional one-half of one percent (0.5%) non-elective employer contribution at the end of the plan year, and the employee shall receive such contribution no later than April 30th of the following calendar year, so long as the employee works at least one-thousand (1000) hours in the plan year and remains employed at PMC though the end of the plan year. If the employee terminates during the year due to death, disability, early retirement, or retirement, PMC will contribute the 0.5% at termination as long as the employee works at least one-thousand (1,000) hours in the plan year.
- Employees who, by combination of age and years of service, achieve a numerical value of at least eighty (80), each January first shall receive an additional one percent (1%) non-elective employer contribution at the end of the plan year, and the employee shall receive such contribution no later than April 30th of the following calendar year, so long as the employee works at least one-thousand (1000) hours in the plan year and remains employed at PMC though the end of the plan year. If the employee terminates during

the year due to death, disability, early retirement, or retirement, PMC will contribute the 1% at termination as long as the employee works at least one-thousand (1,000) hours in the plan year vesting: 100% Vested in Non-Elective Contribution after 3 Years of Service from hire date, with Years of Service measured as the number of years in which at least one thousand (1,000) hours are worked.

Matching Contributions – for Plan Years 2014 and later

- 100% Employer Match on the First 3% of Employee's Contributions
- Employer match occurs starting at the same time as the employee deferrals and will be contributed at the same time as the employee deferrals are made. The employer will contribute the match regardless of hours worked in the plan year.
- 100% Vested in Matching Contribution after 3 Years of Service from hire date, with Years of Service measured as the number of years in which at least one thousand (1,000) hours are worked.

ARTICLE 27 - FUNERAL LEAVE AND JURY DUTY

27.1

a. In the event of the death of an employee's mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandchild, grandparents, step-parents, or step-children, an

employee may take up to three (3) regularly scheduled days off (not to exceed a cumulative combined 24 hours) with pay, at the employee's base hourly rate, within fourteen (14) days of the date of death. For employees who work shifts in excess of 8 hours, employees may use accrued PTO to supplement paid funeral leave.

b. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee will be granted up to two (2) scheduled workdays off without pay, within fourteen (14) days of the date of death. The employee may charge her/his PTO bank if they have time available.

c. Funeral leave shall be paid on the hours the employee is normally scheduled (e.g., 8, 10, or 12).

d. Requests to use funeral leave outside of the fourteen (14) day window (for instance because of required travel outside of the country) must be reviewed with the department manager in consultation with the employee's HR Business Partner.

27.2

a. If an employee is required to serve on jury duty, she/he shall receive her/his full salary, less the amount the employee is paid by the court for each day of required jury service on which the employee would otherwise be scheduled to work. When on jury duty, the employee is expected to report for work on regularly scheduled work days when the jury is not in session, or if the employee is excused from jury duty in time to permit her/him to work at least half of the scheduled work day. To be paid for the entire day and not report back for duty, the employee must supply written confirmation from the Court that the employee was required to be present as a juror or prospective juror at the Courthouse for a minimum of

six (6) hours if the employee is scheduled to work a twelve (12) hour shift and a minimum of four (4) hours if the employee is scheduled to work an eight (8) hour shift, excluding all travel time. The employee is expected to notify her/his Supervisor immediately upon receipt of notice to serve as a juror.

b. Jury duty shall be paid on the hours the employee is normally scheduled, e.g., 8, 10, or 12.

c. Court Attendance shall be handled pursuant to Hospital Policy 5-30.

ARTICLE 28– GENERAL

28.1 Job Descriptions At the time of the signing of this Agreement, JNESO will be furnished with copies of current job descriptions. All newly hired employees will be given a copy of her/his job description.

28.2 Evaluations Employees will be evaluated on at least an annual basis in accordance with the guidelines established by the Joint Commission on Accreditation of Health Care Organizations. Each member of the bargaining unit will receive an electronic copy of her/his evaluation at the time of the evaluation which includes the ability to print and input anecdotal comments. An employee may grieve an unsatisfactory evaluation under the Grievance Procedure of this Agreement.

For purposes of PMC's pursuit of ANCC Magnet certification, employees may be requested to participate in a peer review process. Participation in the peer review process will be voluntary, without question.

28.3 Paychecks As soon as reasonably feasible, PMC shall implement a procedure which provides employees the ability to access and visualize their paychecks remotely.

28.4 The Sexual Assault Response Team (SART)

It is the intent of PMC to provide an inter-disciplinary approach to best serve the victims of sexual assault. In order to provide this enhanced level of service, it is necessary for a number of R.N.'s to successfully complete competency training in providing the forensic exam necessary to preserve evidence with regard to the sexual assault. Bargaining unit nurses interested in receiving competency training will be paid, at their regular hourly rate, for all time spent attending competency classes, by providers such as Planned Parenthood, or other mutually agreeable agencies. JNESO further agrees that non-union nurses may perform the duties of the SAFE nurse in the discretion of the Hospital provided there are no qualified union nurses available to perform such duties. The Hospital shall provide SAFE training to eligible bargaining unit nurses who are interested in participating on the SAFE team.

Once trained, nurses will be placed on an on-call schedule. Any time a nurse is on-call as the designated Sexual Assault Forensic Examiner **("SAFE")**, and not scheduled to work at PMC in the nurse's normal capacity, the nurse will receive on-call pay in accordance with Section 10.1. The number of SAFE nurses and the actual scheduling of said nurses will be determined at the sole discretion of PMC. In any event, SAFE nurses shall be assigned call duties for a minimum of 96 hours per month. If a SAFE nurse is called in to participate in a sexual assault forensic exam, the nurse will be compensated at their regular hourly rate for all hours actually worked pursuant to the terms and conditions of the Collective Bargaining Agreement. A SAFE nurse who has been called in to work outside of the nurses' regular shift schedule shall be guaranteed a minimum of two (2) hours at the applicable rate of pay,

plus additional compensation consisting of one-hundred dollars ($100) per case handled. SAFE nurses receiving call assignments shall be credited for beginning work when they arrive on the worksite, notwithstanding the additional per case compensation referenced above, there shall be no duplication of pay for the same hours. When called in to participate in a sexual assault forensic exam, a SAFE nurse may be required to work for the minimum of two (2) hours. In addition, JNESO specifically agreed to, and therefore will not challenge PMC's overall scheduling of three (3) non-union charge nurses in the emergency room. A non-union charge nurse may assume the duties of a charge RN assignment.

28.5 Friends of Nursing

a. The Registered Nurses represented by JNESO shall be eligible to participate in the Friends of Nursing Award Program (the "Program"). The Program recognizes and promotes the nursing profession.

b. The Program may be implemented in the sole discretion of the Hospital. The Hospital may change, amend, alter, or modify the elements of the Program, including, but not limited to, the eligibility criteria, selection process, recognition awards, and other Program features in its sole discretion.

ARTICLE 29 - CONTRACT PRINTING

29.1 The collective bargaining agreement shall be accessible on hospital computers via the intranet, and through at home accessible intra/internet access.

ARTICLE 30 – NURSING SHARED GOVERNANCE MODEL

30.1 The parties agree to the establishment of a Nursing Practice Council.

30.2 The purpose of the Nursing Practice Council is to assist and collaborate in the aligning of the Nursing Department with the Mission, Vision, and Values of PMC and to focus on driving patient quality and patient safety.

30.3 Membership on the Council shall derive from elections conducted by home unit councils. Home Council representatives will serve as the council members and may stand for election for Council co-chair. The other co-chair shall consist of a management representative. Additionally one JNESO executive member shall be a member of the Council. The council co-chairs shall serve on a rotating basis, with terms limited to three (3) consecutive contract years. The Council shall provide the Vice President of Patient Services with a list of regular and alternate committee members. Council members are required to regularly update fellow staff members on the work of the council during periodic unit staff meetings.

30.4 Meetings will be held on a monthly basis at a mutually convenient time, and PMC will provide relief for committee members working at time of committee meeting and/or committee members will be granted paid straight time for all hours in attendance in order to attend each meeting. The committee will meet with the Vice President of Patient Services and/or designee(s).

30.5 A written agenda will be submitted by the Committee ten (10) calendar days prior to the meeting and may be added to by the

Vice President of Patient Services or designee(s).

30.6 Written minutes of the meetings will be kept by the Committee.

ARTICLE 31 – OTHER STAFFING OPTIONS

Per diem nurses will be the first employees required to float. Nurses will be scheduled primarily, but not limited to, one of the following float blocks:

- Critical Care (ICU, PCU, CVTL)
- Psych
- Emergency Room
- Medical Surgical (5B, 3B, 2B, RTC)
- OB/Peds/L&D/Nursery/NICU
- OR
- SDS/OPS/SPU/PACU

31.1 A nurse hired in accordance with one of the staffing options below will provide supplemental coverage on nursing units and accrue seniority on the unit to which she/he is assigned.

31.2 Per Diem

a. Shift Requirements - Per Diem Nurses will be required to work five (5) shifts per six-week schedule, over and above that which is necessary to maintain competencies. Nurses will be assigned by the manager to eight (8), ten (10), or twelve (12) hour shifts in accordance with the staffing patterns of the unit. The five (5) shifts per six-week schedule requirement may be met on weekends, days, evenings or nights as

approved. One weekend shift per schedule may be assigned based on operational need. Managers may contact the Per Diem nurse prior to formulating a new schedule to determine the nurse's availability.

b. Seasonal Per Diem Requirement Option: Per Diem nurses may opt to work May 1-September 15th- 5 shifts per schedule, 1 summer holiday, 1 weekend shift per schedule, 1 difficult staffing day; &/or; November 1-February 28/29- 5 shifts per schedule, 1 major holiday, 1 weekend shift per schedule, 1 difficult staffing day.

c. Compensation – Effective July 18, 2023, Per Diem nurses will receive $52.02 per hour plus shift differential. Per Diem nurses are not eligible to receive any other differentials (e.g., BSN/MSN, certification) or benefits (e.g., PTO, insurance), except those required by law.

d. Per Diem nurses will receive a $1.25/hour across the board wage increase effective February 1, 2026.

e. Holiday requirement – Per Diem nurses shall be scheduled to work a minimum of one holiday and one Difficult Staffing Day per year. This holiday shall be a major holiday of either Thanksgiving, Christmas, or New Year's Day on a rotating basis. A Difficult Staffing Day shall be defined as either Thanksgiving night (7pm or 11pm shift start), Christmas Night (7pm or 11pm shift start), Halloween evening shift (3pm or 7pm shift start), New Year's Night (7pm or 11pm shift start), Black Friday day (7am shift start), or Mother's Day (7am shift start). A Per Diem Nurse shall not be required to work a Major Holiday and a Difficult

Staffing Day on consecutive days. Such holidays and difficult staffing days will count as one of the shifts/schedule work requirements referenced in subparagraph a. Per Diem nurses will receive double time their hourly rate for all holidays referenced in Article 14.

f. Per Diem nurses will be scheduled for weekend work consistent with their units needs as determined by the respective manager and may include one weekend shift per schedule.

g. Competency requirements need to be met for their work area without regard to the five (5) shifts/six-week schedule minimum work requirement.

h. Per Diem nurses will be eligible for overtime pay (time and one half) when hours worked exceed 40 hours in one week or over 8/10/12 hours in a day.

31.3 Agency Alternative Nurses

a. Shift requirements – Agency Alternative Nurses shall be assigned by the manager to work a minimum of twenty-four (24) hours per week for at least four straight weeks, but not more than thirteen straight weeks, as posted. This requirement may be met on weekends, days, evenings or nights. Agency Alternative Nurses will be assigned to eight (8), ten (10) or twelve (12) hour shifts in accordance with the staffing patterns of the unit.

b. Compensation – Agency Alternative Nurses placed into their position effective October 29, 2023 through

February 2024 will be paid $75.00 per hour plus shift differential. Agency Alternative Nurses are not eligible to receive any other differentials (e.g., BSN/MSN, certification) or benefits (e.g., PTO, insurance) except as required by law and are not eligible for the pay increases set forth in Appendix A. Effective February 5, 2024, the Agency Alternative pay rate will revert to $65.00 per hour unless the $75.00 per hour rate is extended for an additional time period by PMC in its discretion and upon prior notice to JNESO. PMC shall notify JNESO of any extension of this time period within 5 working days of the expiration of the rate increase. Failure to give notification shall cause the above increases to remain in effect for a new 13-week period.

c. Hours worked will be utilized to determine if requirements are met. A maximum of two (2) unscheduled absences will be permitted. Greater than two (2) unscheduled absences may be cause for disqualification from the program.

d. Holiday requirement – Nurses in the Agency Alternative Nurses Program shall be scheduled to work every other holiday on an alternate basis during the Agency Alternative assignment. Agency Alternative Nurses will receive time and one half on the per diem rate for all holidays worked. Such holidays will count toward the work commitment referenced in subparagraph (a).

e. Weekend requirement - Agency Alternative Nurses will be scheduled off every other weekend per schedule. Such weekends will count toward the

minimum work requirement referenced in subparagraph (a).

f. Competency requirements need to be met for their work area without regard to the minimum work requirement referenced in subparagraph (a). Competency requirement hours will be paid at the Agency Alternative rate. Orientation hours will be paid at the Per Diem rate and will not count toward premium pay.

g. Agency Alternative nurses will automatically revert to Per Diem status at the end of his/her posted assignment unless he/she bids and is selected for another available position.

31.4 The 12-month rule will not apply to transfers between Per Diem and Agency Alternative Nurses, or transfers between Per Diem/Agency Alternative, and full time/ part time, or weekend positions.

31.5 PMC reserves the right to cancel a Per Diem or Agency Alternative Nurses' scheduled shift with notification no later than two (2) hours prior to shifts commencing between 8am until 11:59pm and one and one half (11/2) hours prior to shifts commencing between 12 midnight and 7:59am. Per Diem and Agency Alternative must report absences three (3) hours prior to shifts commencing between 8:00 a.m. and 11:59 p.m. and two (2) hours prior to shifts commencing between 12:00 midnight and 7:59 a.m. Per Diem and Agency Alternative Nurses will be the first to be temporarily re-assigned - prior to regular full time and part time staff without prior notification. Per Diem and Agency Alternative Nurses will be temporarily re-assigned without regard to overtime. A Per Diem nurse shall only be cancelled up to three (3) times per

scheduled period prior to an Agency nurse being cancelled in accordance with this Article 31.5, the foregoing, however, does not impact or limit the number of permitted cancellations of Per Diem nurses generally permitted under this Article 31.5. PMC agrees that Daily Agency nurses (those Agency nurses hired on a "day to day" basis) shall be cancelled prior to the cancellation of a Per Diem nurse. Agency nurses working on a multiple week contract shall be cancelled prior to a Per Diem nurse to the extent permitted by any contractual relationship between PMC and the Agency. A cancellation of a Per Diem nurse pursuant to this Article 31.5 will not result in a Per Deim nurse failing to meet the shift requirement for Per Diem nurses.

31.6 Weekend Program Nurses

a. Scheduling requirements – Weekend Program Nurses are required to work two (2) twelve-hour shifts every weekend. The manager of each unit will determine the weekend shifts (Friday/Saturday/Sunday) based on the needs of the department. For the purpose of the Weekend Program, weekend hours are defined as 7PM Friday through 7AM Monday. Weekend Program employees may elect to self schedule in accordance with Article 9.11. Weekend employees may elect a particular shift preference but must realize due to staffing and patient care needs their shift may change. Positions will be posted and current bidding rules will apply. Seniority will accrue in the unit where she/he is assigned.

b. Compensation – Effective July 18, 2023, Weekend Program Nurses will be paid $55.00 per hour plus shift differential. The Weekend Nurses will not be eligible for the BSN/MSN or certification differentials.

Charge and preceptor differentials will be paid as assigned.

c. Holiday requirement – Weekend Program Nurses are required to work all holidays that fall on weekends and will not be required to work any holiday that does not fall on a weekend. Time and one-half of hourly rate will be paid for working on a holiday. The language in Article 14.10 relating to the scheduling of 20-year nurses shall apply to eligible Weekend Program Nurses.

d. Benefits – Weekend Program Nurses are eligible for the following benefits:

- Weekend Program Nurses are eligible, effective January 1, 2010, to accrue hours in a Paid Time Off Bank ("PTO") consisting of vacation and all purpose component hours.
- PTO will be accrued on a per pay basis.
- A newly hired weekend nurse shall be eligible to use any or all of her/his earned but unused PTO hours after she/he has completed her/his first (1st) ninety (90) days of uninterrupted employment.
- Existing employees who transfer into the program will have prior accruals paid out and will be permitted to take vacation after twelve (12) hours of time has been accrued and approved.
- Weekend Program Nurses may not use PTO from December 15th through January 15th.
- A maximum of seventy-two (72) hours of PTO will be accrued at the rate of .0577 hours per hour worked.

- A weekend program nurse may elect to carry over a maximum of twenty-four (24) hours.
- PTO must be taken in 12-hour increments (one shift).
- Insurances: Weekend Program Nurses are eligible for Health Insurance (plus Dental & Vision) – Effective the 1st day of the month following the first 30 days of employment or per Article 19.3 for those transferring into a weekend position the employee contribution would be the same as for other Full-time RN's.
- Weekend Program Nurses will be eligible for the full time Short-Term Disability benefits per Article 25.4 and full time life insurance benefits per Article 25.5.
- Overtime Pay: Weekend Program Nurses will be eligible for overtime pay (time and one-half) when hours worked exceed 40 hours in one week.
- Attendance: Regular attendance is an especially important requirement of continued employment in the Weekend Program. If Weekend Program Nurses have more than 24 unscheduled hours of absence in a calendar year, they are no longer eligible to continue in the Weekend Program. They may bid on other available positions.
- Orientation Program: An Orientation Program may be required by the Hospital for participation in the Weekend Program. Weekend Program Nurses must agree to work up to forty (40) hours per week on both weekend and non weekend hours to complete an orientation. Orientation hours will be paid at the base Per Diem rate.
- Competency requirements need to be met for their work area without regard to the weekend work requirement referenced in subparagraph (a).

- Transfer/Termination: At least four (4) weeks notice is required for transfer or resignation from the Weekend Program. PMC reserves the right to discontinue the program, as it deems necessary. In the event the program is discontinued, PMC will confer with JNESO to the extent required by law. All employees will be given ten (10) weeks advance notice prior to discontinuing the program. Weekend employees may then bid for available positions.

31.7 Compensation issues concerning Per Diem, Agency Alternative and Weekend Program Nurses will be subject to the collective bargaining process. At any time, either PMC or JNESO the union may request to negotiate compensation issues concerning Per Diem, Agency Alternative and Weekend Program Nurses. Such negotiations will not constitute or require a formal reopening of the wage provisions of the Agreement. Neither PMC nor JNESO, in the course of collective bargaining over Per Diem, Agency Alternative or Weekend Program Nurses' compensation may propose, condition or link the resolution of such compensation issues to other, otherwise unrelated subjects of collective bargaining.

ARTICLE 32 - STAFFING

32.1 The primary function of nursing is to provide quality care to the patient. PMC recognizes that appropriate registered nurse staffing is necessary to maximize safe patient care and quality outcomes. In the event a registered nurse believes that a staffing discrepancy exists, the nurse may submit the alleged discrepancy to the Nursing Management and a JNESO Representative. The ultimate decision on staffing will be determined by PMC. The parties agree that Staffing Discrepancy Forms are not directly subject to the grievance/arbitration provisions of this Agreement.

32.2 Non-Nursing Functions

PMC recognizes that in addition to appropriate registered nurse staffing, appropriate inter-professional support and ancillary services are necessary to maximize safe patient care and quality outcomes. Such appropriate inter-professional support and ancillary services include at a minimum, effective and efficient support services (e.g. transport, clerical, housekeeping, and laboratory, and one-to-one observers).

32.3. Because appropriate registered nurse staffing is necessary to maximize safe patient care and quality outcomes, JNESO and PMC agree to a six-month pilot program ("Program") to use a maximum of 10 (at one time) temporary Lehigh Valley affiliated hospital RNs hired to float to multiple campuses. Such nurses will be used to address critical staffing needs provided there are no qualified union nurses available to perform such duties. In order to use such nurses, PMC shall be required to post the temporary position for seven (7) days seeking an agency alternative nurse. If no qualified agency alternative nurse accepts the temporary position, PMC may fill the temporary position pursuant to this Section. The Agency Alternative position will remain posted until filled. Should a bargaining unit RN apply for the position after the 7-day posting, it will be filled by that RN. No JNESO nurses shall be laid off, terminated, or permanently replaced as a result of PMC's use of Lehigh Valley affiliated hospital RNs. At the conclusion of the six-month pilot, the parties will meet to discuss the Program. The pilot will be paused until such time as JNESO and PMC come to agreement regarding the terms to continue the Program.

32.4 Because appropriate registered nurse staffing is necessary to maximize safe patient care and quality outcomes, PMC shall be permitted to use nonunion Virtual Nurses to assist with such issues

as triage in the Emergency Room, the admission process, patient education, and discharge when the need for such assistance is specifically requested by the primary JNESO nurse. This list is not intended to be exclusive. Nonunion Virtual Nurses may be used only when the primary JNESO nurse has requested the assistance of the nonunion Virtual Nurse.

32.5 PMC will discuss any staffing concerns or issues at any Labor Management meeting. Every third Labor Management meeting will be dedicated to staffing concerns or issues.

ARTICLE 33- PROFESSIONAL DEVELOPMENT PROGRAM

33.1 Regular full-time and part-time employees may participate in Lehigh Valley Health Network's Program for Recognition of Individual Merit and Excellence (PRIME) as that Program may be amended from time to time by LVHN.

ARTICLE 34– HEALTH AND SAFETY

PMC will make all reasonable provisions for the safety and health of its employees in accordance with applicable laws.

a. Infectious Disease: The Employer will keep all staff informed of new developments in the area of communicable infectious disease (i.e. HIV, TB, Hepatitis, SARS, EBOLA, and Bio-Terrorism).

b. PPE: The Employer will provide each employee protective equipment as required by applicable regulatory and governing agencies (i.e. CDC, OSHA, NIOSH, PA Dept. of Health, and FDA)

including immediate access to required PPE at the beginning of each shift in all patient care units/departments during any contagious disease outbreak.

c. Employees shall receive shoe/hair coverings to be worn during working hours as required by applicable regulatory and governing agencies (i.e. CDC, OSHA, NIOSH, and PA Dept. of Health, and FDA).

d. All patient care units shall be cleaned and/or sanitized in accordance with CDC and OSHA requirements.

e. The Employer shall provide ventilation at the facility in accordance with applicable regulatory and governing agency (i.e. CDC, OSHA, NIOSH, and PA Dept. of Health, and FDA) requirements.

f. PMC will provide wearable panic buttons for all RNs at some point during the Term of this Agreement. PMC will make all reasonable efforts to provide these buttons on or before February 1, 2027. PMC will provide an update as to when the panic buttons will be provided within 90 days of the execution of this Agreement.

g. JNESO will appoint a bargaining unit member to sit on the in-house LVH-P Safety Committee.

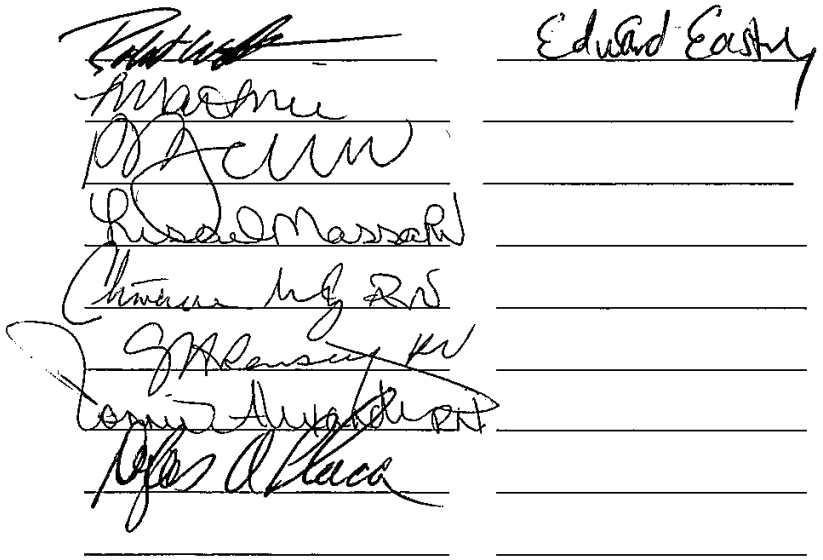
ARTICLE 35– TERM OF AGREEMENT

THIS AGREEMENT shall be effective on February 1, 2026 and shall continue in full force and effect until January 31, 2029, and thereafter from year to year unless either party gives written notice to the other party of its desire to terminate this Agreement at least ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending to be legally bound.

JNESO, District Council 1, IUOE
d/b/a Lehigh Valley Hospital-Pocono

Pocono Medical Center



Dues Deduction Card

JNESO - DISTRICT COUNCIL 1, IUOE - AFL - CIO

"THE PROFESSIONAL HEALTH CARE UNION"

MEMBERSHIP/DUES DEDUCTION

1225 LIVINGSTON AVE., NORTH BRUNSWICK, NJ 08902 1-800-292-0542

E-MAIL: jnesonj@aol.com

PLEASE PRINT NAME _____ EMPLOYER'S NAME _____

HOME ADDRESS _____ JOB TITLE _____ DATE OF BIRTH _____

CITY _____ STATE _____ ZIP _____ SOCIAL SECURITY NUMBER _____

HOME PHONE NUMBER _____ DATE EMPLOYED _____ DATE APP. MADE _____

CELL PHONE NUMBER _____

I authorize Payroll Deduction of dues as set by the union when payroll deductions available.

SIGNATURE _____ EMAIL _____

DUES ARE: $100.00 Initiation Fee for all new members – unless specifically waived by the Union
1.50% of Gross pay
5% of all dues collected are rebated by JNESO to the local

White – Employer Copy
Card – Union Copy

APPENDIX A – WAGE SCALE TABLE

2025	current	2026	2027	2028
0	$40.00	$40.00	$40.00	$40.00
1	$ 40.62	$41.34	$42.04	$42.83
2	$ 41.12	$ 41.84	$42.56	$43.34
3	$ 41.62	$ 42.35	$ 43.09	$43.86
4	$ 42.14	$ 42.87	$ 43.62	$ 44.39
5	$ 42.66	$ 43.40	$ 44.15	$ 44.93
6	$ 43.18	$ 43.94	$ 44.71	$ 45.48
7	$ 43.70	$ 44.48	$ 45.26	$ 46.05
8	$ 44.22	$ 45.01	$ 45.81	$ 46.62
9	$ 44.74	$ 45.55	$ 46.36	$ 47.18
10	$ 45.26	$ 46.08	$ 46.91	$ 47.75
11	$ 45.78	$ 46.62	$ 47.46	$ 48.32
12	$ 46.30	$ 47.15	$ 48.02	$ 48.89
13	$ 46.82	$ 47.69	$ 48.57	$ 49.46
14	$ 47.34	$ 48.22	$ 49.12	$ 50.03
15	$ 47.86	$ 48.76	$ 49.67	$ 50.59
16	$ 48.38	$ 49.30	$ 50.22	$ 51.16
17	$ 48.95	$ 49.83	$ 50.77	$ 51.73
18	$ 49.52	$ 50.42	$ 51.33	$ 52.30
19	$ 50.10	$ 51.01	$ 51.93	$ 52.87
20	$ 50.67	$ 51.60	$ 52.54	$ 53.49
21	$ 51.24	$ 52.19	$ 53.15	$ 54.11
22	$ 51.81	$ 52.78	$ 53.76	$ 54.75
23	$ 52.38	$ 53.36	$ 54.36	$ 55.37
24	$ 52.96	$ 53.95	$ 54.97	$ 55.99
25	$ 53.53	$ 54.55	$ 55.57	$ 56.61
26	$ 54.10	$ 55.14	$ 56.19	$ 57.24
27	$ 54.67	$ 55.72	$ 56.79	$ 57.87
28	$ 55.25	$ 56.31	$ 57.39	$ 58.49
29	$ 55.82	$ 56.91	$ 58.00	$ 59.12
30	$ 56.39	$ 57.49	$ 58.61	$ 59.74
31	$ 56.96	$ 58.08	$ 59.22	$ 60.37
32+	$ 57.53	$ 58.67	$ 59.82	$ 61.00
33+		$ 59.26	$ 60.43	$ 61.62
34+			$ 61.03	$ 62.24
35+				$ 62.86

APPENDIX B – CRITICAL CARE EDUCATION AGREEMENT

1. This Critical Care Education Agreement ("Agreement") is binding as of the date it is signed. Registered nurses who are offered a position in a critical care unit must sign this Agreement at the time the position is offered, or the offer will be withdrawn.

2. Eligibility: Any RN with the approval of her/his Director and Educator is eligible to take the Critical Care Course/ECCO ("Course").

3. New registered nurses hired to work in CVU, ICU, CVTL, PCU, PACU, RTC or the Emergency Department must have evidence of attendance at a previous Course (an outline of the course is preferred). In the absence of proof of attendance at a previous Course, new registered nurses must complete the Course within 18 months of employment.

4. PMC shall provide each interested registered nurse with an opportunity to attend and complete a Course within 18 months. Once a registered nurse commences the Course, she/he will have 6 months to complete the Course; failure to complete the Course in such time period will result in being charged for all incomplete modules of the Course on a prorated basis. Presently, the full cost of the Course is eighteen hundred dollars ($1,800).

Failure to complete the Course may result in the participant's removal from a Critical Care position. Exception to this policy may be made for an extraordinary circumstance or an extended personal illness, including maternity leave.

5. If a Course participant leaves PMC's employment within 12 months of the completion of the Course, PMC may deduct from her/his final paycheck a pro-rated sum sufficient to cover the entire

cost of the Course, presently eighteen hundred dollars ($1,800) regardless if ECCO is discontinued or not.

6. The undersigned agrees and understands that if she/he should be required to repay PMC for all or a portion of the cost of the Course, execution of this Agreement will constitute their written authorization to withhold the monies owed to PMC through payroll deduction. The undersigned's repayment obligation shall survive the termination of her/his employment by PMC such that if insufficient payroll funds exist to fully liquidate the amount owed, the participant agrees to meet her/his obligation in total within thirty (30) calendar days after leaving PMC's employ.

As a participant of the PMC Critical Care Course/ECCO, I hereby agree to all of the foregoing terms and conditions.

_____ _____

Participant's Signature For PMC

Date _____

APPENDIX C -WEATHER EMERGENCIES & EMPLOYEE WORK TIME

POLICY AND PROCEDURE **Policy #: 5-13**

WEATHER EMERGENCIES AND EMPLOYEE WORK TIME

FILE: Human Resources Department EFFECTIVE DATE:3/1/84
REVISED: 2/11/86
REVIEWED: 7/93

POLICY

From time to time, weather conditions (snow, ice, etc.) will cause employees' arrival at PMC to be delayed. When such weather conditions occur, it shall be PMC's policy to permit a (2) two-hour grace period in an employee's start time before the employee is docked. If an employee reports to work more than two (2) hours late, then PMC will only pay for hours worked.

For example, if an employee, scheduled for eight (8) hours of work, reports to work up to two (2) hours late, they will be paid for eight (8) hours assuming the employee works the remainder of the shift. On the other hand, if an employee reports to work three (3) hours late, then the employee will be paid for five (5) hours assuming she/he works the remaining five (5) hours of the shift. Employees more than two (2) hours late will only be paid for hours worked**.**

To provide consistency across all departments, the hospital shall centralize the decision as to whether this emergency weather rule is operative. The administrator or his appropriately designated substitute shall make this decision. This will be typically on a

retrospective basis because it will be impossible to determine if employees have an extremely difficult time reporting to work until after the fact. A determination as to how many employees could not get to work must be made before a decision can be rendered. A memo from the Administrator's office will be sent to all departments delineating the date and shift for which this rule is applicable. The administrative official making this decision shall prepare the memo for the administrator's signature. An employee may be permitted to use personal/holiday/vacation/all purpose hours to make up for hours not paid as a result of a weather emergency. Extended Illness Bank cannot be used to make up time in weather emergencies. If weather emergency is not declared, employees may not use compensatory time.

Nothing in this policy automatically grants an employee a (2) two-hour grace period from their regularly scheduled start time. Employees are still responsible for reporting to work as assigned. This policy merely recognizes extraordinary circumstances caused by a weather emergency and outlines what circumstances up to two (2) hours of lateness would not be cause for disciplinary action.

Request to Leave Early

Employees desiring to leave early because of weather conditions shall request permission to do so from their department head or her/his designee. Employees granted permission to leave early are only authorized to be paid for hours worked. They may use holiday or vacation time to complete their day if they so desire.

POLICY AND PROCEDURE Policy #: 5-13

PROCEDURE

RESPONSIBILITY	**ACTION**
1. Employee	1. Responsible for reporting to work as scheduled
2. Department Head	1. Responsible for reporting the percentage of employees whom did not report to work or reported late to Administration (Executive Management Team Member).
3. Executive Management	1. Reports the percentage of Team Member employees who could not report for work to the Administrator.
4. Administrator or	1. Make determination whether appropriate designee two- (2) our grace period is operative prior to the end of the end of the pay period. Send memo/e-mail to all departments notifying them of this determination.

PREPARED BY:	**APPROVED BY:**
Chief Operating Officer/ Date Executive Date Vice President, Patient Services	President/Chief Officer
Vice President, Organizational Development/Human Resources Management	Date

APPENDIX D – RN PTO ACCRUAL

RNs Hired Prior to April 1, 2018 - PTO ACCRUAL

RN Accrual

Prior to April 1, 2018

Full-time - 80 pp 2080 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.0924	7.39
6 - 14	0.1116	8.93
15 -19	0.1231	9.85
20+	0.1308	10.47

Full-time - 72 pp 1872 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.0962	7.39
6 - 14	0.1155	8.93
15 -19	0.1270	9.85
20+	0.1347	10.47

Full-time -64 pp 1664 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.1010	7.39
6 - 14	0.1203	8.93
15 -19	0.1318	9.85
20+	0.1395	10.47

Full-time - 60 pp 1560 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.1042	7.39
6 - 14	0.1235	8.93
15 -19	0.1350	9.85
20+	0.1427	10.47

Part-time - 48 - pp 1248 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.0770	5.53
6 - 14	0.0962	7.08
15 -19	0.1077	8.00
20+	0.1154	8.62

Part-time - 40 pp 1040 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.0808	5.53
6 - 14	0.1001	7.08
15 -19	0.1116	8.00
20+	0.1193	8.62

Part-time - 36 pp 936 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.0834	5.53
6 - 14	0.1026	7.08
15 -19	0.1141	8.00
20+	0.1218	8.62

Part-time - 32 pp 832 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.0866	5.53
6 - 14	0.1058	7.08
15 -19	0.1173	8.00
20+	0.1250	8.62

Part-time - 24 pp 624 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.0962	5.53
6 - 14	0.1155	7.08
15 -19	0.1270	8.00
20+	0.1347	8.62

Part-time - 16 pp 416 Hrs	PTO Accrual Rate (Per straight-time hour paid)	Maximum Per Pay Accrual Maximum Per Pay (Per straight-time hour paid)
0-5 yrs	0.1154	5.53
6 - 14	0.1347	7.08
15 -19	0.1462	8.00
20+	0.1539	8.62
Weekend RN	PTO	Maximum Per Pay
1248 Hrs (48 hrs pp)	Accrual Rate (Per straight-time hour paid)	Accrual Maximum Per Pay (Per straight-time hours paid)
0-5 yrs	0.0577	2.77
6 - 14	0.0577	2.77
15 -19	0.0577	2.77
20+	0.0577	2.77

NEW HIRE RNs as of April 1, 2018 - PTO ACCRUAL

RN Accrual	April 1, 2018	
Full-time	**PTO**	**Maximum Per Pay**
2080 Hrs (80 Hrs pp)	**Accrual Rate (Per straight-time hour paid)**	**Accrual Maximum Per Pay (Per straight-time hours paid)**
0-5 yrs	0.0769	6.15
6 - 14	0.0962	7.69
15 -19	0.1077	8.62
20+	0.1154	9.23

Full-time	**PTO**	**Maximum Per Pay**
1872 Hrs (72 Hrs pp)	**Accrual Rate (Per straight-time hour paid)**	**Accrual Maximum Per Pay (Per straight-time hours paid)**
0-5 yrs	0.0791	6.15
6 - 14	0.0983	7.69
15 -19	0.1100	8.62
20+	0.1175	9.23

Full-time	**PTO**	**Maximum Per Pay**
1664 Hrs, 64 hrs pp	**Accrual Rate (Per straight-time hour paid)**	**Accrual Maximum Per Pay (Per straight-time hours paid)**
0-5 yrs	0.0817	6.15
6 - 14	0.1010	7.69
15 -19	0.1124	8.62
20+	0.1202	9.23

Full-time	PTO	Maximum Per Pay
1560 Hrs (60 hrs pp)	Accrual Rate (Per straight-time hour paid)	Accrual Maximum Per Pay (Per straight-time hours paid)
0-5 yrs	0.0833	6.15
6 - 14	0.1026	7.69
15 -19	0.1141	8.62
20+	0.1218	9.23

Part-time	PTO	Maximum Per Pay
1248 Hrs (48 hrs pp)	Accrual Rate (Per straight-time hour paid)	Accrual Maximum Per Pay (Per straight-time hours paid)
0-5 yrs	0.0513	4.31
6 - 14	0.0706	5.85
15 -19	0.0821	6.77
20+	0.0898	7.38

Part-time	PTO	Maximum Per Pay
1040 Hrs (40 hrs pp)	Accrual Rate (Per straight-time hour paid)	Accrual Maximum Per Pay (Per straight-time hours paid)
0-5 yrs	0.0501	4.31
6 - 14	0.0693	5.85
15 -19	0.0808	6.77
20+	0.0885	7.38

Part-time	PTO	Maximum Per Pay
936 Hrs (36 hrs pp)	Accrual Rate (Per straight-time hour paid)	Accrual Maximum Per Pay (Per straight-time hours paid)
0-5 yrs	0.0492	4.31

6 - 14	0.0685	5.85
15 -19	0.0800	6.77
20+	0.0877	7.38

Part-time	**PTO**	**Maximum Per Pay**
832 Hrs (32 hrs pp)	**Accrual Rate (Per straight-time hour paid)**	**Accrual Maximum Per Pay (Per straight-time hours paid)**
0-5 yrs	0.0481	4.31
6 - 14	0.0674	5.85
15 -19	0.0789	6.77
20+	0.0866	7.38

Part-time	**PTO**	**Maximum Per Pay**
624 Hrs (24 hrs pp)	**Accrual Rate (Per straight-time hour paid)**	**Accrual Maximum Per Pay (Per straight-time hours paid)**
0-5 yrs	0.0449	4.31
6 - 14	0.0642	5.85
15 -19	0.0757	6.77
20+	0.0834	7.38

Part-time	**PTO**	**Maximum Per Pay**
416 Hrs (16 hrs pp)	**Accrual Rate (Per straight-time hour paid)**	**Accrual Maximum Per Pay (Per straight-time hours paid)**
0-5 yrs	0.0385	4.31
6 - 14	0.0578	5.85
15 -19	0.0693	6.77
20+	0.0770	7.38

Weekend RN	PTO	Maximum Per Pay
1248 Hrs (48 hrs pp)	Accrual Rate (Per straight-time hour paid)	Accrual Maximum Per Pay (Per straight-time hours paid)
0-5 yrs	0.0577	2.77
6 - 14	0.0577	2.77
15 -19	0.0577	2.77
20+	0.0577	2.77

APPENDIX E- CONTINUING EDUCATION GUIDELINES

Any JNESO member in good standing shall be eligible for continuing education and seminar reimbursement pursuant to the requirements and limitations in Article 24 of the PMC /JNESO collective bargaining agreement. Approvals for seminars shall be submitted to and approved or denied on an individual basis by the VP of Patient Care Services, or their designee.

Payment will be granted for initial certification examination lodging, price of the seminar and the nurse's time in accordance with Article 24, Sections 13-17. Reimbursement for home-study programs (e.g., CCRN review and home based CEU programs) will be reimbursed upon proof of completion of program, in accordance with Article 24, Sections 14-17. No member will receive reimbursement in excess of one thousand five-hundred dollars ($1,500) per fiscal year.

Remaining expenses, as listed, will be reimbursed at the end of the fiscal year provided there are funds remaining. Automobile mileage will be reimbursed at the current IRS mileage rate. Any parking or tolls, air, bus and train fares will also be reimbursed. Meals will be reimbursed up to forty dollars ($40.00) per day. A receipt showing proof of payment is required for reimbursement. All end-of-fiscal-year reimbursements need to be submitted with a PMC travel expense report.

Employees must follow established hospital procedures for requesting time off for attendance at seminars. Management will approve or disapprove all requests for scheduled time off for seminars. The VP of Patient Care Services, or their designee, will approve or deny all requests for reimbursement of expenses on a first-come, first-serve basis. If a member disputes his/her

determination, said member may appeal to a three-person panel consisting of JNESO president, treasurer and secretary. A decision by the panel will be final and binding.

Continuing Education Utilization Reports shall be provided to the Continuing Education Council upon request.

APPENDIX F- DRESS CODE

PMC will create a house-wide (as distinguished from department-wide) Employee Uniform Implementation Program("Program') for Registered Nurses(RNs) represented by JNESO and all other employees. The program will be implemented during a six (6) month Transition Period commencing on February1, 2018. Following the completion of the Transition Period, all RNs will be expected to wear uniforms conforming to the Program requirements.

- RNs performing clinical duties of behalf of patients will wear solid Navy scrub tops and bottoms that will make them readily identifiable to the patients regardless of their respective department or duties. Excluded from this provision are RNs working in departments who wear Medical Center issued scrubs, e.g. the OR.
- Questions of style, fit, and purchase arrangement options will be left to the discretion of each RN.
- PMC will pay each RN required to wear navy scrubs a one-time lump sum payment of $120, and navy scrubs will not be required to be embroidered with hospital branding.
- PMC will pay each RN required to wear a white lab coat a one-time lump sum payment of $70, and these RN's will be required to have their lab coats embroidered with the required hospital logos.

APPENDIX G- RECRUITMENT INCENTIVES

PMC may utilize recruitment and retention incentives and programs for the purpose of attracting and retaining qualified nurses. The incentive components and/or programs will vary at PMC's discretion and may include, but not limited to sign-on bonuses, scholarship payments (if applicable), COBRA payments, wage scale market adjustments and relocation costs. In its sole discretion, PMC will determine when to utilize the incentives set forth in this Appendix G, or any component thereof, how much the component payments will be, the eligibility criteria for the incentives, and for which positions the incentives will be employed. With regard to any retention incentive or program, PMC may implement any such program in the event that FTEs on any unit, classification, or group drops by at least 10% in a given month, quarter, or calendar year or PMC faces any other staffing related emergency. PMC may provide any recruitment and retention incentives and programs to nurses on

a unit, classification, or group basis, but shall not provide any such incentives on an individualized basis for nurses. In the event PMC decides to implement a retention incentive or program, it shall provide JNESO with written notice of the incentive prior to implementation and shall meet and discuss any such changes with JNESO prior to implementation.

APPENDIX H- Voluntary On-Call Bonus Criteria & Requirements

1. Per-Diem staff members must schedule and work their required 3 shifts/month to qualify for the Voluntary On-Call Bonus.

2. Part Time employees must schedule and work their required FTE hired compliment to qualify for the Voluntary On-Call Bonus.

3. Full Time employees must schedule and work their required FTE hired compliment to qualify for the Voluntary On-Call Bonus.

4. Employees with scheduled vacation will not be eligible for the Voluntary On-Call Bonus.

5. Unscheduled PTO will disqualify employees from receiving On-Call Bonus pay when occurring in the same pay period.

6. The RN must be able to work a full patient assignment to be eligible for the Bonus.

7. The Voluntary On-Call Bonus will be awarded on a first-come, first-serve basis.

8. All RNs shall be eligible for the Voluntary On-Call Bonus Program set forth in Section 10.20 subject to the limitations set forth therein.

9. The Voluntary On-Call Bonus Unit(s)/department(s), shift(s), and date(s) will be offered and approved by PCS Senior Leaderships discretion where projected patient volumes exceed budgeted volumes and staffing resources.

10. The Voluntary On-Call Bonus shift(s) and date(s) will be offered and approved by PCS Senior Leadership's discretion when LOAs and Call-Offs challenge staffing resources.

11. The Voluntary On-Call Bonus will be offered and approved at the discretion of PCS Senior Leadership or designee.

12. RN's sign-up on Needs List and units approved for Voluntary O-Call will be separately coded/highlighted.

13. PMC will utilize blast text messages and e-blasts to notify RN's of any Voluntary On-Call needs that exist after the Needs List is posted.

14. RN's must be competent to work in the approved Voluntary On-Call Unit.

Side Letter of Agreement – J - Staffing

The parties acknowledge that adequate registered nurse staffing is necessary to the delivery of quality care and positive patient outcomes. To this end, the parties agree to implement the following initiatives, with the goal of collaborating to achieve optimal recruitment and retention of qualified nurses, stable and appropriate staffing, and engagement of all professional colleagues:

1. PMC agrees to expand its critical care, med/surg, and telemetry float pool to enhance staffing resources.

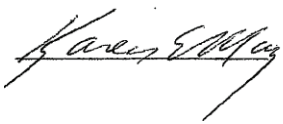
2. PMC agrees that it will offer RN adult med/surg, trauma, ED, critical care and pediatric med/surg competency education programs on a voluntary basis.

3. PMC agrees that it will continue to recruit registered nurse candidates for four-hour shift assignments with the goal to augment staff for those periods of increased patient volumes in order to provide support to our existing RN compliment.

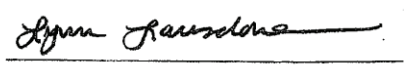
4. The Employer agrees that an RN will not be required to work in a unit or department without a second Patient Care Clinician [i.e. RN, Tech, HUC/Tech, or Nursing Assistant.]

5. In the event a Charge Nurse is required to assume a patient care assignment, the number of patients assigned to the Charge Nurse should not exceed three patients, unless operational or emergency needs require additional patients to be assigned in which case the Charge Nurse may be relieved of Charge Nurse duties.

JNESO



Pocono Medical Center d/b/a LVH-P



Side Letter of Agreement – 1 - RNFA Agreement

Registered Nurse First Assistants

PMC and JNESO hereby agree as follows concerning registered nurses working as surgical first assistants (RNFAs"):

1. RNFAs performing the duties of surgical first assistance will be compensated at the straight time hourly rate of $50.00 (RNFA Rate).

2. RNFAs, taking call in anticipation of performing surgical first assistant duties, will pursuant to Article 9.7 of the parties existing collective bargaining agreement, receive call pay in the amount of $4.50 per hour until such time as they are summoned to work. If RNFAs are actually called upon to perform first assistant duties, they will be paid, consistent with Article 9.9, from the time of the call-in until their arrival at home after the call-in at the RNFA rate.

3. Registered nurses will not have any exclusive rights to staff the surgical first assistant position or duties. Rather, the surgical first assistant position may, at PMC's sole discretion, be also staffed with either surgical technicians, physician assistants, or physicians, none of which work will be claimed by JNESO as bargaining unit work subject to this agreement or any successor thereto.

4. All hours worked by registered nurses as either surgical staff registered nurses or as RNFAs will accrue as operating room unit seniority.

5. This Memorandum of Agreement is without prejudice or precedent, and none of the above provisions will be subject to the

grievance and arbitration provisions of this agreement or any successor thereto.

6. This Memorandum of Agreement is effective as of February 1, 2021

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, agree to the above – listed terms.

FOR THE MEDICAL CENTER:

Lynn Lansdowne PMC
Vice President, Human Resources

FOR THE UNION:

Karen May JNESO
Dir. Practice

Side Letter of Agreement – 2 – Perioperative Education Agreement

Perioperative 101 Education Agreement

1. The Perioperative 101 Education Agreement is binding as of the date it is assigned. Registered nurses who are offered a candidacy in this educational program must sign this agreement at the time position is offered, or the offer will be withdrawn.

2. Eligibility: Qualifications - Periop 101 RN Candidate

   Candidate must have BLS and acquire ACLS within 6 months of the successful completion of the course of study.

   Candidates will commit to 6 months of practical and didactic study with a preceptor and must successfully complete the course within a 6 month period to qualify for an FTE position in the Operating Room. All successful applicants will be placed in a full time position only:

   All applicants accepted into the program will sign The Periop 101 Education Agreement.

3. PMC shall provide each RN candidate with an opportunity to attend and complete the Periop 101 course within the required 6 months. Failure to successfully complete the course in such time period will result in being charged for all incomplete modules of the course on a pro-rated basis. Presently, total costs included resources amount to $2,000.00

4. Failure to successfully complete the course within the prescribed 6 month period will result in the candidate's removal from the program. Exceptions may be made for extenuating circumstances such as personal illness.

5. If the candidate successfully completes the course, then leaves PMC's employment within 2 years of the completion of the course, the candidate agrees that PMC may deduct from his/her final paycheck, a sum sufficient enough to cover the entire cost of the course, presently $2,000.00

6. The undersigned agrees and understands that if she/he should be required to pay PMC for all or a portion of the cost of the course, execution of this Agreement will constitute his/her written authorization to withhold the monies owed to PMC through payroll deduction. The undersigned's repayment obligation shall survive the termination of his/her employment by PMC such that if insufficient payroll funds exist to fully liquidate the amount owed, the participant agrees to meet his/her obligation in total within thirty (3) calendar days after leaving PMC's employ.

AS A PARTICIPANT OF THE PMC PERIOP 101 PROGRAM, I HEREBY AGREE TO ALL OF THE FOREGOING TERMS AND CONDITIONS.

_____ _____

Participant's Signature Date

_____ _____

Pocono Medical Center Date

Memorandum of Understanding
Seasonal Positions
September 9, 2024

- The hospital may add RN positions, called Seasonal positions, which work an established number of months per year. Positions slated for 2B will be a 9-month position.
- The FTE status of the position will be determined by the number of hours the RN is regularly hired to work annually. Example: RNs working 9 months of the year (September through May); 3 x 12-hour shifts per week for 40 weeks = 0.69 FTE.
- During months Seasonal RNs are not regularly scheduled to work, the RN may voluntarily work extra shifts if shifts are available.
    - Benefits: The Seasonal RN will be eligible for benefits per Article 25, based on their annual FTE. Benefits will cover Seasonal RNs for 12 months. RN benefit contributions will be taken over regularly scheduled pay periods to pay for the upcoming pay periods when RNs are not regularly scheduled. Example: 9-month RNs will have benefit contributions for medical/dental/vision taken for the full year (26 pay periods) over 20 pay periods.

    - Voluntary benefits: Payments owed during months RNs are not regularly scheduled will go into arears and come out of the first pay period worked after the summer.

    - Retirement: If a RN is not receiving pay during a pay period, they cannot contribute to the 403(b). Loan repayments will only be deducted for pay periods in which the RN is paid. The RN will need to pay loans themselves during non-working pay periods.

Paid Time Off: Seasonal RNs will use the Weekend RN JNESO PTO chart. The below terms of the Weekend RN JNESO PTO will apply:

- PTO will be accrued on a per pay basis.
- A newly hired Seasonal RN shall be eligible to use any or all of her/his earned but unused PTO hours after he/she has completed her/his first (l 5t) ninety (90) days of uninterrupted employment.
- Existing employees who transfer into the Seasonal RN program will have prior accruals paid out and will be permitted to take vacation after twelve (12) hours of time has been accrued and approved.
- Seasonal RNs may not use PTO from December 15th through January 15th.
- A maximum of seventy-two (72) hours of PTO will be accrued at the rate of .0577 hours per hour worked.
- A Seasonal RN will receive pay for accrued, unused PTO in the second pay period of each calendar year. A Seasonal RN may elect to carry over a maximum of twenty-four (24) hours in lieu of payment.
- Holidays: Seasonal RNs who work on an actual holiday, will be paid at I ½ the employee's base rate for those hours worked on the holiday Seasonal RNs are not eligible to receive holiday hours into their PTO bank.

- Garnishments: Will only be deducted for pay periods

in which the RN is paid. The RN will need to pay themselves during non-working pay periods.

- Credit Union: Deductions will only be deducted for pay periods in which the RN is paid. The RN will need to pay themselves non-working pay periods.

Notes

Notes

MEMBER RIGHTS
FROM
JNESO BY-LAWS

SECTION 2. MEMBERS IN GOOD STANDING OF THE LOCAL UNION SHALL HAVE THE FOLLOWING RIGHTS:

A. TO NOMINATE CANDIDATES;

B. TO VOTE IN ELECTIONS;

C. TO MAKE AND VOTE ON RESOLUTIONS;

D. TO MEET AND ASSEMBLE FREELY WITH OTHER MEMBERS;

E. TO EXPRESS THEIR VIEWS, ARGUMENTS AND/OR OPINIONS PROPERLY AT AN APPROPRIATE BUSINESS MEETING SUBJECT TO THESE BYLAWS AND ESTABLISHED REASONABLE RULES;

F. TO INFORMATION CONCERNING THE CONDUCT OF LOCAL BUSINESS.

PROTECT YOUR RIGHTS - EXERCISE THEM

MEMBERSHIP: 1-800-292-0542

JNESO WEBSITE
Jneso.org