

AGREEMENT

between

WILKES-BARRE HOSPITAL COMPANY, LLC.

AND

**WYOMING VALLEY NURSES ASSOCIATION/PASNAP
(WVNA/PASNAP)**

MARCH 7, 2022 – FEBRUARY 28, 2025

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WILKES-BARRE HOSPITAL COMPANY, LLC.

AND

WYOMING VALLEY NURSES ASSOCIATION/PASNAP (WVNA/PASNAP)

AGREEMENT made and entered into this 7th day of March 2022 by and between WILKES-BARRE HOSPITAL COMPANY, LLC., located at 575 North River Street, Wilkes-Barre, Commonwealth of Pennsylvania (hereinafter referred to as the “Employer”), and the WYOMING VALLEY NURSES ASSOCIATION/PASNAP (WVNA/PASNAP), (hereinafter referred to as the “Union”), acting herein on behalf of the employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “employees.”

PREAMBLE

WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

WHEREAS, the Employer has as its vision to be the leader in providing and managing quality health care services to meet our region's needs in a compassionate, collaborative and cost-effective manner; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests, respect, and dignity of the parties, employees and patients and to avoid interruptions and interference with services to patients and to set forth herein their agreement covering satisfactory rates of pay, hours of work and conditions of employment; and

WHEREAS, the Union and the Employer recognize the importance of attaining and maintaining maximum quality patient care and full efficiency, they pledge to work cooperatively to attain these goals.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1
RECOGNITION

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

INCLUDED:

All full-time, regular part-time and per diem graduate and registered nurses employed by Wilkes Barre Hospital Company, LLC, 575 North River St, Wilkes-Barre, including certified registered nurse anesthetist, nurse epidemiologist, clinical educator, continuing care nurse (discharge planner), tumor registry nurse, patient advocate, RN tech scanner (cardiology), RN special procedures, instructor, cardiology/ultrasound RN, lead instructor (Hospital Services division), cardiology RN, neurophysiology RN, radiation oncology RN, respiratory RN, radiology special procedures, cath. lab nurse, RN unit secretary, IV therapy nurse, staff RN, coordinator QI, coordinator UM, clinical care coordinators, relief charge nurse, employee health nurse, occupational health nurse/corporate health services nurse/case manager, family enhancement facilitator, family outreach facilitator, health awareness facilitator, diabetes center nurse educator, physical therapy RN, cardiac rehabilitation nurse, Mother-to-be program RN, pain management RN, ambulatory/outpatient diagnostic RN, women's health specialist, health enhancement associate, lead instructor (health enhancement), coordinator clinical support (family outreach), O.R. nurse, and service coordinator I, case managers, Wilkes Barre Academic Medicine, LLC registered nurses, and childbirth facilitator.

EXCLUDED:

All other employees, including business office clerical employees, service and maintenance employees, skilled maintenance employees, licensed, technical and other professional employees, vice-president of patient care services, assistant vice president of professional administrative services, director (including director of nursing), nurse manager, head nurse, clinical leader, administrative supervisor (shift supervisor), risk manager, risk management coordinator, senior perfusionist, perfusionist, RN assessment coordinator, anesthesia student, management information systems (MIS) principal project

manager for clinical systems, MIS senior clinical applications analyst, service coordinator II, nurse practitioner, clinical nurse specialist (cardiology), clinical nurse specialist (enterostomal therapy), clinical nurse specialist (coordinator pediatric outreach), and other clinical nurse specialists, and performance improvement coordinator.

Section 2 - The term "employee" as used in this Agreement shall mean only those employees in the specific job classifications described in Section 1, above, as being "included," for whom the Union is the recognized collective bargaining representative.

Section 3 - Wilkes Barre Academic Medicine registered nurses shall receive the wages set forth for health services nurses, and all benefits of the Agreement except TSA and retirement. Wilkes Barre Academic Medicine nurses shall continue to receive Wilkes Barre Academic Medicine retirement benefits.

Section 4 - The health services positions identified under section 15 of Article 25, "Wage Minimums and Increases," shall be phased out by attrition. In the meantime, incumbent employees in those positions shall be "grandfathered." This means they will retain their current rates and receive minimum increases under Article 25, "Wages and Minimums," so long as they stay in their current positions. The Employer may eliminate such positions in accordance with Article 14, "Seniority."

Section 5 - Newly created RN positions shall be excluded from the bargaining unit, unless the Employer agrees in writing to amend the unit description by including them or unless the NLRB adds the classification following a unit clarification petition.

Article 2

MANAGEMENT RIGHTS

Section 1 - The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, unless abridged by the express provisions of this Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire, promote, layoff, recall, assign, transfer, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and

schedule the work force; determine the location and type of operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer in whole or in part and/or to sub-contract the same; hire or contract with per diem, temporary, agency or non-bargaining unit employees and utilize volunteers; determine and schedule when overtime shall be worked; install or remove equipment; transfer or relocate any or all of the operations or business to any location, or discontinue such operations, by sale or otherwise, in whole or in part, at any time; establish, increase or decrease the number of work shifts, the duration of any shift, and their starting and ending times; determine the work duties of employees; promulgate, revise, post and enforce rules and regulations governing the conduct and performance of employees; select supervisory employees; train employees; establish, maintain, revise or discontinue System functions, programs and standards of service, including Continuous Quality Improvement (CQI) programs and processes; establish, change, combine or abolish job classifications and determine qualifications; determine reasonable work performance levels and standards of performance of the employees, and in all respects carry out, in addition to, the ordinary and customary functions of management.

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

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

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

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

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

Article 3
MAINTENANCE OF MEMBERSHIP

Section 1- All employees who are, or shall become, members of the Union shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign her/his membership therein during the period of fifteen (15) days prior to the expiration of this Agreement.

For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders her/his periodic dues. The payment of dues while a member shall be deemed a condition of employment.

Section 2 - Effective upon ratification of this Agreement, each then-current non-probationary bargaining unit employee who is already a member of the Union, or who pays the fair share fee, as of April 29, 2013, and each new member of the collective bargaining unit who on or after that date completes his/her new employee probationary period (excepting only for the Hospital scholarship students currently, as of the date of this Agreement, in RN degree programs who, upon completion thereof, commence working for the Hospital), and is therefore covered by this Agreement, but who elects not to be a member of the Union, shall, as a condition of employment, be required to pay to the Union a fair share fee, which shall mean the regular membership dues required of members of the Union, less the pro rata cost for the previous fiscal year of the Union's undertakings which were not reasonably employed to implement or effectuate the duties of the Union as the exclusive representative of the members of this bargaining unit.

Article 4
DUES CHECKOFF

Section 1 - Upon receipt of a voluntary written authorization from an employee covered by this Agreement, the Employer agrees to deduct in bi-weekly equal payments the total annual dues for the Union. The Employer will forward said payment to the Union's Treasurer within fourteen (14) days with a list of employees whose contributions have been included.

Section 2 - Upon receipt of a voluntary written fair share fee authorization from an employee covered by this Agreement who, pursuant to Article 3, Section 2 of this Agreement has

elected not to become a member of the Union, the Employer agrees to deduct in bi-weekly equal payments the appropriate proportion of bi-weekly dues as established through the procedures outlined below in Section 3.

The Employer will forward said payment to the Union's Treasurer within fourteen (14) days with a list of employees whose contributions have been included.

Section 3 - The Union shall provide to the Hospital the name of each non-member who is obligated to pay a fair share fee.

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

Section 4 - The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 5 - The Employer shall be relieved from making such "checkoff" deductions upon (a) termination of employment, or (b) transfer to a job outside the bargaining unit, or (c) layoff from work, or (d) an authorized unpaid leave of absence. The Employer shall resume such checkoff deductions if a laid off employee or an employee on an authorized unpaid leave of absence returns to work.

Section 6 - It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are forwarded to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7 - Every other pay period, the Employer shall forward to the Union Treasurer a list of new hires, terminations, leaves of absence, name changes and changes in FTE status.

Section 8 - The Union will have no claim, monetary or otherwise, against the Employer by reason of failure to perform under this Article due to administrative or technical error. Such error shall be corrected by the next payday.

Article 5
DETERMINATION OF WORK STATUS

Section 1 - An employee is considered full time if:

- a) she/he is regularly scheduled to work (eighty) 80 hours in a pay period; or,
- b) she/he is regularly scheduled to work six (6) twelve (12) hour shifts per pay period (seventy-two [72] total hours per pay period).

Section 2 - An employee who is regularly scheduled to work at least forty (40) hours per pay period but less than seventy-two (72) hours per pay period is a part-time (benefits eligible) employee.

Section 3 - An employee who is regularly scheduled to work less than forty (40) hours per pay period is a part-time (no benefits) employee.

Section 4 - Probationary employees are those defined as such in Article 6, “Probationary Employees”

Section 5 - Per diem employees are defined as persons hired to fill-in as replacements for the regular employees during census fluctuation, and/or absences due to vacations, leaves of absence, illness, vacancies, etc. Per diem employees are non-benefits eligible employees, excepting those benefits required by law and/or as specified in this Agreement without a guaranteed minimum hours of work.

Such employees are employed to meet changing needs and must pre-schedule availability for a minimum of twenty-four (24) hours per four (4) week schedule, which includes a sixteen (16) hour weekend shift commitment. Weekend shifts must be scheduled as a full eight (8) hour shift. Per diem staff will be required to provide availability for an (8) hour shift for one (1) summer and one (1) winter holiday in addition to the minimum twenty-four (24) hour per four (4) week schedule, as per Full and Part time employee holiday designation and rotated amongst the holidays.

For designated “on call” units, per diem employees must provide availability for a minimum of one (1) shift of call per four (4) week period.

(a) A regular full-time or regular part time bargaining unit nurse may, with prior supervisory approval, arrange with (i) a per diem nurse or (ii) another bargaining unit staff RN whose working that shift will not cause overtime, and who in either case is fully competent in that

nurse's position/department/unit, to work (substitute) for her/him on a regularly scheduled work day or on a scheduled holiday. The nurse's request to her/his supervisor for approval of the substitution must be made at least seventy-two (72) hours in advance of the applicable work day or holiday, and shall be granted so long as the requesting RN makes all necessary coverage arrangements with a qualified per diem nurse.

The RN may request to schedule a paid vacation day or paid holiday on the day that her/his substitution has been approved in accordance with the preceding paragraph of this subsection. For this explicit purpose only, the fourteen (14) day rule under Article 28, Section 7 and Article 27, Section 7 shall, be waived, such that the RN's request to schedule a paid vacation day or the applicable holiday on that substitution day shall be sufficient so long as it is made at the time of her/his timely request for the substitution.

Section 6 - Other casual employees may be hired by the Employer to supplement the bargaining unit employees when census or absences require additional employees. Casual nurses are not covered by this Agreement. Casual nurses will average less than one (1) shift per pay period in a calendar quarter.

Section 7 -

(a) Temporary employees may be hired by the Employer for a specific job not to exceed six (6) months. The Employer may extend such employment for an additional three (3) months. Written notice of the extension shall be given to the Union. Following nine (9) months of continuous employment, such employee may bid on a regular position. Temporary employees are not covered by this Agreement.

(b) Before hiring additional temporary employees, the Employer shall first offer such temporary positions to employees on lay-off. Such laid off employees must have the necessary qualifications to fill the temporary position and must commit to work the schedule of the temporary position. Such laid-off employees will be paid their current rate of pay and shall accrue benefits consistent with the Agreement. When in temporary positions, laid-off employees shall retain recall rights under the terms of Article 14, "Seniority."

Article 6
PROBATIONARY EMPLOYEES

Section 1 - Newly hired full-time, part-time and per diem employees shall be considered probationary for a period of ninety (90) calendar days of continuous active employment from the date of employment, excluding time lost for sickness and other leaves of absence. Graduate nurses shall be considered probationary for a period of ninety (90) calendar days of continuous active employment from the date of licensure, excluding time lost for sickness and other leaves of absence. Time lost for sickness and other leaves of absence shall not be counted toward completion of the probationary period.

Section 2 - Upon written notice to the employee and the Union, the Employer, in its discretion, may extend the probationary period of a full-time, part-time or per diem employee by up to an additional three (3) continuous months of active employment.

Section 3 - Probationary employees shall not be “employees” as defined in this Agreement. During the probationary period, the Employer may discharge any such employee at will, and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement. The Employer will make every effort to provide written notice of such discharge at least one (1) week before the end of the probationary period.

Section 4 – Hospital employees who hereafter become bargaining unit employees shall retain and be permitted to use their accrued benefit time in accordance with the relevant provisions of this Agreement and applicable Hospital policies.

Article 7
UNION RIGHTS

Section 1 - Union representatives having contract administration responsibilities shall have reasonable access to Employer facilities in which bargaining unit employees are employed, when and as actually necessary for the sole purpose of administering this Agreement. This specifically includes attendance at Step 4 grievance meetings (Article 12, Section 5) and at labor management meetings (Article 44). The Union shall provide the Employer with a list of such representatives, pursuant to Section 11 of this Article 7. At least one (1) business day prior to a visit, such representatives shall inform the Vice President of Human Resources or his/her designee by telephone

of their visit and its general nature. If the request to visit is consistent with the provisions of this Article 7, Section 1, the Vice President of Human Resources or his/her designee will reserve a meeting room for the requested visit. Such business shall not interfere with the delivery of patient care services or the Employer's operation.

Section 2 - Subject to patient care and scheduling demands, the Employer may grant the employee representatives of the Union reasonable excused absence time in order to complete their contract administration responsibilities. Employee representatives must request such excused absence time as soon as practicable under the circumstances.

Section 3 - With the exception of investigatory interviews related to discipline, meetings with bargaining unit members shall be conducted in non-working areas.

Section 4 - An employee must receive authorization from his/her immediate supervisor before leaving a work area.

Section 5 - Any time spent by an employee under this Article shall be uncompensated, unless the employee opts for payment of accrued and unused paid personal time. Similarly, employee representatives of the Union shall not be paid for time spent in contract administration duties, except as expressly provided elsewhere in this Agreement.

Section 6 - No Union business meetings shall be held on the premises of the Employer's facility any time.

Section 7 - No Union representative or employee shall engage in organizing activities on behalf of the Union on the Employer's premises at any time. No Union representative or employee shall engage in other solicitation or distribution of literature except in employee dining areas, lounges or designated break areas when both the solicitor and the person being solicited are on non-work time.

Section 8 - The Employer shall provide the Union with an updated bargaining unit seniority list annually.

The Employer shall also provide, on a monthly basis, notice of all new hires in bargaining unit positions, their dates of hire, FTE status, phone number, addresses and respective departments, as well as notice of all terminations from the bargaining unit.

Section 9 - The Employer shall inform each new employee of the contractual relationship between the Employer and the Union.

Section 10 - An employee who attends and provides testimony at an arbitration hearing pursuant to a duly issued arbitral subpoena will not be required to use benefit time for her/his absence from work on the day of that hearing so long as (i) the employee presents that subpoena to her/his department supervisor or to the Hospital's Human Resources Department at least fourteen (14) calendar days in advance of the date of the arbitration hearing (and, if applicable, any continued date on which her/ his presence as a witness is required), and (ii) she/he advises the Hospital at that time of her/his intent to attend the arbitration pursuant to the subpoena.

Section 11 - Within fourteen (14) days of ratification, and thereafter at least semi-annually (by or before January 15th and July 15th), the Union shall provide to the Employer a list of both its paid staff and a reasonable number of Hospital employees who, by virtue of their Union offices, may be involved in administration of this Agreement. This list shall be updated to the Employer in writing immediately when changes occur.

Article 8

BULLETIN BOARDS

The Employer shall provide a glass encased bulletin board for the purpose of posting proper Union communications, which shall not be inflammatory, derogatory, defamatory, scandalous or offensive. The Union shall provide the Hospital's Vice President for Human Resources with a copy of any such communication reasonably in advance of posting the communication.

Article 9

PERSONNEL RECORDS

Section 1 - An employee and/or the Employee's designated Union representative shall have access to the Employee's personnel file upon prior appointment with the Human Resources Department.

Except as otherwise provided for below, an Employee and/or the Employee's designated Union representative shall be permitted to take notes of documents in the Employee's personnel file, but shall not remove any document or make a copy of any document in the personnel file.

An employee and/or the Employee's designated Union representative, upon the filing of a grievance pursuant to Article 12 – Grievance Procedure of this Agreement, and upon prior appointment with the Human Resources Department may make a copy of any document in the Employee's personnel file relevant to the processing of the grievance and/or relevant to the submission of a grievance to arbitration pursuant to Article 13 – Arbitration of this Agreement.

Section 2 - An Employee shall receive a copy of the Employee's performance review, provided the Employee submits a written request for a copy to the Employee's supervisor at the time of the performance review.

Article 10

NO STRIKE - NO LOCKOUT

Section 1 - During the life of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents and members, agrees that it will not directly or indirectly authorize, cause, encourage, assist, condone, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sitdown, picketing, stoppage, interruption or delay of work or boycott, whether they be of a primary or secondary nature, or any other activities which interfere, directly or indirectly, with the Employer's operations or services for any reason.

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

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

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

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

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

Section 7 - In addition to the above, should any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sitdown, picketing, stoppage, interruption or delay of work or boycott, whether they be of a primary or secondary nature, or any other activities which interfere, directly or indirectly, with the Employer's operations occur, the Union, within twenty-four (24) hours of a request by the Employer, shall do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively, from engaging or continuing in the type of activities described above. Specifically, the Union shall take at least the following steps:

(a) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union;

(b) Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;

(c) Post notices at appropriate locations advising that it disapproves of such action, and instructing employees to return to work immediately.

Article 11

DISCIPLINE AND DISCHARGE

Section 1 - The Employer shall have the right to maintain discipline and efficiency and may discharge, suspend or discipline any employee for just cause. An employee's refusal to submit to substance testing as set forth in Section 9, below, constitutes just cause, and will result in immediate termination.

Section 2 - Documentation of the discipline of any nurse shall be retained in the nurse's Human Resource's file. Employees shall receive a copy of the discipline upon request. A

documented verbal counseling of a nurse, or written warning to a nurse, which has not been succeeded by another or further discipline of the nurse for a period of at least eighteen (18) months shall be removed from the nurse's Human Resource file. A suspension, which has not been succeeded by another discipline during the eighteen (18) month period of continuous employment following said suspension, shall not be considered for progressive disciplinary purposes.

Section 3 - When an employee reasonably believes an interview with management may result in a determination of discipline, the employee may ask for a Union representative. Under such circumstances, the Employer will grant the employee's request. However, participation by the Union representative will not be permitted to interfere with the Employer's investigation. Time spent by Union representatives in such disciplinary interviews shall be uncompensated unless such interviews must be conducted on the representative's shift.

Section 4 - The Employer will notify the Union in writing of any discharge or suspension by mailing or faxing notice of such discharge or suspension within two (2) working days from the time of discharge or suspension. Said notice shall be simultaneously sent to the PASNAP's office and the designated WVNA office. The notice shall be considered given on the date mailed or faxed.

Section 5 - If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within fourteen (14) calendar days, from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the Grievance and Arbitration provisions hereinafter set forth, however, commencing at Step 2 of the grievance procedure.

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

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

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

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

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

Section 10 – If video recordings from cameras within the Hospital are reviewed during an investigation which could lead to discipline, such videos will be shared with the Union in a manner that protects patient privacy and protected health information. Absent extraordinary circumstances and with reasonable suspicion, management will not use the cameras to monitor represented employees' ordinary work activity solely for the purpose of pursuing possible disciplinary action.

Article 12

GRIEVANCE PROCEDURE

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

Section 2 - Prior to the filing of a written grievance, nothing contained in this Article shall prevent any employee with or without a Union representative from informally and verbally presenting and resolving any grievance herein, in which event the resolution shall be final and binding upon all parties, and thus shall not be subject to arbitration pursuant to Article 13 of this Agreement. However, such a presentation of a grievance by an employee shall not extend the time limit for filing a grievance, set forth in Section 3 of this Article, unless an extension is agreed to by the Parties, and signed by the Parties. In the event the matter is not resolved, the employee and/or the Union steward may present a formal written grievance in accordance with Section 5.

Section 3 - All grievances must be electronically mailed to the Employer in writing, on a form as provided in Appendix F, within seven (7) calendar days after the event or events giving rise to the grievance occurred or within seven (7) calendar days after those events reasonably could have been known. However, no grievances, other than those involving employee discharges, may be filed by the Union or an Employee(s) for any alleged event or claim occurring within ninety (90) calendar days from the date of termination of this Agreement.

Section 4 - Subject to staffing and patient care needs, Union representatives shall be given a reasonable opportunity to investigate and process grievances. Permission must be obtained from the appropriate supervisory personnel before conducting such meetings on work time. Union representatives must report such time to the Vice President of Human Resources (or Designee) on a weekly basis, within seven (7) calendar days of the prior week and may collectively draw on a total bank of five (5) hours each week to cover work time lost due to grievance processing. Such time shall not be carried forward nor shall it be counted as “time worked” for the purposes of computing “overtime.”

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

Step 1: Grievances shall be electronically mailed, in writing, to the employee’s immediate supervisor or his/her designee on a form as provided in Appendix F. If the employee’s immediate supervisor is a Clinical Director (Department Head), the grievance shall be presented at Step 2. A grievance meeting shall be scheduled on a date agreed upon by the parties within seven (7) calendar days following submission of the Grievance. Such grievances must identify 1) contract Article(s) and Section(s) violated, 2) the Employer representatives, if any, or employees involved, 3) a comprehensive description of the claimed violation and the manner in which the contract was violated, to include but not be limited to the date and time of the claimed violation and witness(es) to the claimed violation, 4) the specific damage(s) the employee(s) incurred and 5) the specific relief requested for each employee(s) impacted. The grievance shall also have, as attachments to the grievance, all documents in the possession and/or control of the employee(s) and / or Union which pertain to the grievance. Such grievance shall be signed by an authorized Union steward and the employee(s) involved, and include a certification as to the truth of the facts asserted in the grievance. A discussion of the grievance shall be held within ten (10) calendar days of receipt of the grievance. For purposes of a discussion of the grievance, the

employee may be accompanied by no more than one authorized steward. The written answer of the employee's supervisor or his/her designee shall be electronically mailed to the authorized Union Steward within ten (10) calendar days of the Step 1 discussion. In the event the Union fails to adhere to the grievance process, the grievance shall be deemed closed. If the problem is not mutually resolved at the first step, the grievance shall be presented in writing to the Employer as set forth in Step 2.

Step 2: Grievances next shall be electronically mailed to the appropriate Clinical Director (Department Head) or his/her designee within seven (7) calendar days of receipt of the Step 1 answer. A grievance meeting shall be scheduled on a date agreed upon by the parties within such seven (7) calendar day period following receipt of the Step 1 answer. The discussion shall be held within ten (10) calendar days after receipt of the Step 2 grievance. For purposes of a discussion of the grievance, the employee may be accompanied by no more than one authorized steward. The written answer of the appropriate Assistant Chief Nursing Officer, Clinical Director (Department Head) or his/her designee shall be electronically mailed to the authorized Union Steward within seven (7) calendar days after the Step 2 discussion.

Step 3: If the grievance is not resolved at Step 2, the grievance then shall be electronically mailed to the Vice President for Patient Care Services (or the Vice President if not a nursing department) or his/her designee within ten (10) calendar days after the receipt by the union representative of the written answer submitted from following Step 2 of this procedure. The matter shall be discussed by the Vice President for Patient Care Services, Vice President or his/her designee with the aggrieved employee and the Union Officer or

authorized Union Steward, within ten (10) calendar days of receipt of the grievance. The Vice President of Patient Care Services or his/her designee, as the case may be, shall render a decision electronically mailed to the Union Officer or authorized Union Steward, whomever was present at the Step 3 meeting, within fifteen (15) calendar days of the Step 3 discussion.

Step 4: If the grievance is not resolved at Step 3, the grievance then shall be electronically mailed to the Vice President of Human Resources or his/her designee within ten (10) calendar days of the receipt by the Union Officer or Union Steward of the Step 3 answer. The matter shall be discussed by the Vice President of Human Resources or his/her designee with the aggrieved employee and the Union Officer, authorized Union Steward or PASNAP representative, within ten (10) calendar days of receipt of the grievance by the Vice President of Human Resources or his/her designee. The Vice President of Human Resources shall render a decision electronically mailed to the PASNAP representative, authorized Union Steward or Union Officer, whomever was present at the Step 4 meeting, within ten (10) calendar days of the Step 4 discussion.

Section 6 - Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing. Class action grievances, i.e., those involving two (2) or more employees and involving precisely the same issues and circumstances, shall commence at Step 3. The time limits may be changed at any Step by the mutual consent of the parties in writing. Failure by the Union or the grievant to comply with any time limitations including those relating to an arbitration demand will close the grievance.

Section 7 - Any time limit imposed upon the handling of grievances shall commence on the date of receipt. If the last day (only) of any time limit is on a Saturday, Sunday or contract holiday, then it shall be extended until the Hospital's next regular work day.

Section 8 - If the Employer representative requests the participation of an additional management representative at any Step in the grievance process, the Union shall be entitled to an equal number of representatives.

The Union shall provide the Vice President of Human Resources with written notice of all Union Steward and Union Officers who may be involved in the grievance process quarterly on January 15th, April 15th, July 15th and October 15th of each year and immediately upon a modification to such representatives of the Union.

Section 9 - The Hospital shall file any grievance in writing. Any grievance filed in writing shall be filed by electronically mailing it to the Union's staff representative within fourteen (14) calendar days after the event or events giving rise to the grievance occurrence or within fourteen (14) days after those events reasonably should have been known, and shall commence at Step 4.

Section 10 - The Parties agree that Article 12 is modified to reflect the agreement by the Parties that disputes generally relating to required (a.k.a. mandatory) overtime addressed by Pennsylvania Act 102, "Prohibition of Excessive Overtime in Health Care Act" shall be referred, exclusively, to the Pennsylvania Bureau of Labor Law Compliance, and the parties further specifically agree that such disputes shall not be subject to Articles 12.

Article 13

ARBITRATION

Section 1 - If no mutually satisfactory conclusion is reached at the conclusion of Step 4 of the Grievance Procedure, the Union shall give notice of its desire to arbitrate the grievance by sending a letter to the American Arbitration Association (AAA) in Philadelphia, PA with a simultaneously mailed photocopy to the Employer's Vice President of Human Resources, under the then applicable rules of Voluntary Labor Arbitration, within ten (10) calendar days after receipt of the Step 4 answer, which notice:

- (a) Requests arbitration, identifying the grievance and including whatever forms are required by the AAA; and
- (b) Requests the AAA to send to each party a list of seven (7) arbitrators.
- (c) Following receipt of the copy of the lists, each party shall cross off from such list the name(s) of any arbitrator or arbitrators not acceptable and shall forward its list to the AAA. From

the combined lists, the AAA will select the arbitrator commonly indicated as the greatest preference of the parties. In the event this procedure results in no common choice, either party may request the AAA to send a second list of seven (7) names. If no mutual selection results from the second list, either party may request the AAA to name an arbitrator. The parties, by mutual agreement, may also bypass the above procedure and mutually agree on an arbitrator. In all cases, the decision of the arbitrator will be final and binding on all parties.

Section 2 - The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, modify or change any of the provisions herein. The arbitrator shall have the authority only to deny or uphold the grievance. Damages, if awarded, shall be reduced by the grievant's receipt of unemployment compensation benefits, worker's compensation benefits, earnings from another source, employment or otherwise, and/or failure to mitigate by seeking employment and/or earnings from another source. Failure by the grieving party to substantiate the seeking of employment and/or earnings from another source at the Arbitration hearing must be interpreted by the Arbitrator as a failure by the grieving party to have sought employment and/or earnings from another source, thereby directly mitigating damages.

Section 3 - The cost and the expense of the arbitrator and the hearing room shall be paid solely by the party against which the Arbitrator has ruled. If either party requests an official transcript, each party will pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 4 - No individual employee may institute an arbitration proceeding.

Section 5 - In the event a grievance filed by the Hospital is not resolved in writing by the Parties within twenty-one (21) days following submission of the grievance to the Union, the Hospital shall give notice of its desire to arbitrate the grievance by sending a letter to the American Arbitration Association (AAA) in Philadelphia, PA with a simultaneously mailed photocopy to the Union's staff representative, under the then applicable rules of Voluntary Labor Arbitration, within thirty-five(35) days following submission of the grievance to the Union.

Section 6 - Neither the Union nor the Hospital may file a notice for Arbitration, or seek any other legal remedy, for alleged violations of this Agreement (as identified in Article 12, Section 1 of this Agreement, and as identified in Article 12, Section 9 of this Agreement, respectively) within

one-hundred and twenty (120) calendar days of the date and time of the termination of this Agreement, with the exception of those grievances alleging wrongful termination of an Employee's employment with the Hospital.

Section 7 - This Article 13 shall not, under any circumstance, survive the expiration or termination of this Agreement for any purpose(s) and the Parties expressly disavow any intention to create any implied-in-fact contract whereby this Article 13 would survive the expiration or termination of this Agreement.

Section 8 - The Parties agree that Article 13 is modified to reflect the agreement by the Parties that disputes generally relating to required (a.k.a. mandatory) overtime addressed by Pennsylvania Act 102, "Prohibition of Excessive Overtime in Health Care Act" shall be referred, exclusively, to the Pennsylvania Bureau of Labor Law Compliance, and the parties further specifically agree that such disputes shall not be subject to Articles 13.

Article 14

SENIORITY

Section 1 - Definition

(a) System seniority is defined as the length of time an employee has been continuously employed in any capacity by the Employer (or its predecessors), including but not limited to Wyoming Valley Health Care System, predicated on the most recent date of hire.

(b) Bargaining unit seniority is defined as the length of time an employee has been continuously and actively employed in any registered nurse position by the Employer (or its predecessors), including but not limited to Wyoming Valley Health Care System, predicated on the most recent date of hire.

(i) – Effective July 1, 2006, bargaining unit seniority shall be defined as the length of time an employee has been continuously and actively employed by the Employer (or its predecessors) in a bargaining unit registered nurse position, predicated on his/her most recent date of hire.

Section 2 - Accrual

(a) An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Seniority shall accrue during a continuous authorized leave of absence with or without pay up to six (6) months, provided the employee returns to work immediately following

the expiration of such leave, and during a period of continuous layoff up to a maximum of twelve (12) months if the employee is recalled to employment.

(c) In cases where the Employer decides to consolidate two or more comparable departments or units, the Employer shall merge the bargaining unit seniority lists of such departments or units by shift for the purpose of determining future employment actions based upon bargaining unit seniority.

Comparable departments or units shall be defined as those departments or units which provide the same services and which require the same qualifications, skills and abilities from the registered nurses.

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

- (a) quits, resigns or terminates voluntarily;
- (b) retires;
- (c) is discharged for just cause;
- (d) fails to return to work within three (3) days upon the expiration of an authorized leave of absence, unless he/she notifies the Employer prior to such expiration of his/her inability to return to work for a reason deemed to be satisfactory by the Employer;
- (e) is laid off for a period of twelve (12) consecutive months;
- (f) fails to return to work within five (5) calendar days of recall from layoff after written notice to return to work has been sent by the Employer by U.S. Mail (return receipt requested) to the last address furnished to the Employer by the employee;
- (g) is absent for three (3) consecutive scheduled work days without notifying the Employer, unless the employee can provide a reason for the inability to provide notice which is satisfactory to the Employer.
- (h) violates the No Strike - No Lockout article.

In the event an employee is re-hired by the System and returns to a bargaining unit position within six (6) months of his/her resignation, the nurse shall have his/her previously accrued System seniority restored after completion of his/her probationary period.

Section 4 - Application

(a) System seniority shall apply wherever seniority is a factor in determining the eligibility or computation of benefits and the selection of paid time off.

(b) Bargaining unit seniority shall apply in all other cases where seniority is a factor in making employment decisions, including transfers, layoffs, temporary transfers, reassignments, shift and schedule changes and in low census staffing situations as set forth in Article 15, "Low Census Staffing."

(c) The seniority rank of employees hired the same date will be determined by alphabetical order (A-Z).

(d) All other ties in seniority ranking will be determined by System seniority.

Section 5 - Layoff

(a) In the event the Employer decides to eliminate a position or to permanently reduce the number of employees within a department or unit, classification, shift and category of employment, the Employer shall notify the Union and the affected employees fourteen (14) calendar days in advance of the layoff. The Employer shall meet with the Union and the affected employees as soon as practicable after providing notice to the Union.

(b) In the event the Employer decides to layoff in a particular department, unit, classification, shift and category of employment (i.e., full-time or part-time), casual, temporary and probationary employees shall be laid off first in that order.

(c) Non-probationary employees within department or unit, and category of employment (i.e., full-time or part-time,) shall be the next to be laid off in the inverse order of bargaining unit seniority.

(d) Employees to be laid off in the bargaining unit will be given the opportunity to fill all vacant positions provided the employee has the necessary skills, license, certification, education, experience and ability to perform in the position at the required level with a normal orientation to the unit and its procedures. For the purpose of interpreting this Article, normal orientation to the unit and its procedures shall mean a familiarization with the specific chain of command, unit routine, and physical layout of the unit, but shall not mean training with respect to the minimum skills and abilities required to competently and efficiently perform the essential duties of the position.

If no vacancy exists in the bargaining unit, the full time and/or part time employee may take the layoff or bump the least senior employee in the bargaining unit within the comparably

skilled unit/department as identified in paragraph e of this Section, provided he/she has the necessary skills, license, certification, education, experience and ability to perform the duties of the position at the required level with normal orientation to the unit and its procedures. Where a position requires a change in FTE status, shift, pay or other conditions, the employee must be willing to accept those conditions. Per Diem employees shall have no bumping rights to full time and/or part time positions. The least senior full time and/or part time employee who was bumped in that comparably skilled unit/department shall have the option of bumping the least senior person in the bargaining unit. Where a position requires a change in FTE status, shift, pay or other conditions, the employee must be willing to accept. If the employee does not have the necessary skills, license, certification, education, experience or ability to perform the least senior employee's position, the employee must take the layoff.

- (e) Comparably skilled units/departments
 - i. Critical care including Emergency Room and Recovery Room
 - ii. Medical – Surgical including Telemetry
 - iii. OB including Peds, Post Partum, Nursery & Labor & Delivery

Section 6 - Recall

(a) Whenever a vacancy occurs in the bargaining unit, employees who are on layoff shall be recalled in the reverse order in which they were laid off. Laid off full time and/or part time employees will be given the opportunity for recall to any vacant bargaining unit position provided the employee has the necessary skills, license, certification, education, experience and ability to perform in the position at the required level with a normal orientation to the unit and its procedures. If a vacancy occurs in the bargaining unit and no qualified employee has recall rights, the position shall be posted pursuant to Section 7 of this Article. Where laid off employees wish to be considered for temporary recall to temporary vacancies, they will be placed on a list for call-in.

(b) Per diem, probationary, casual and temporary employees who have been laid off have no recall rights or privileges.

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

Section 7 - Transfer, Job Posting and Bidding

(a) Where a vacancy in a bargaining unit job occurs and the Employer decides to permanently fill the position, the Employer shall electronically post notices of such vacancies on its

internet website for a period of not less than five (5) working days, excluding weekends and holidays, before the vacancy is filled. The notice shall include the classification and FTE status. Job descriptions shall be available in the Human Resources Department. Qualifications shall be the required skills, license, certification, education, experience and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

To be eligible for consideration, employees must file an application to fill a posted vacancy during the posting period. Any non-probationary employee with a satisfactory work record in his/her present job and who also meets the minimum qualifications may request, in writing, a transfer to fill such vacancy. The Employer may disqualify an applicant who has less than one year service in his/her current position. The Employer will transfer the most qualified applicant on the basis of comparative qualifications, skill, ability, education, experience and seniority. Where the qualifications, skill, ability, education and experience of two or more applicants are reasonably equal, the Employer will award the transfer to the applicant with the greatest bargaining unit seniority, first from amongst full and part time applicants and then from amongst per diem applicants should no full or part time applicants exist. If no applicant from the bargaining unit is qualified for the position, the Employer may hire from outside the bargaining unit.

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

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

(d) When the Employer determines that a permanent transfer of employees is required to a different unit, shift, or schedule within a classification, it shall first ask for volunteers. When more volunteers than positions are available, the transfer will be awarded to the volunteer with the greatest bargaining unit seniority. If an insufficient number volunteer, the involuntary permanent transfer will be assigned to those with the least bargaining unit seniority. In either event, the employee must have the required skills, license, certification, education, experience and ability to

perform the duties of the position at the required level with normal orientation to the unit and its procedures.

(e) In the event it becomes necessary to temporarily reassign employees from one unit/department/shift to another unit/department/shift, volunteers with the greatest bargaining unit seniority shall be transferred first. Should there be insufficient volunteers, the Employer shall transfer employees on a rotating basis by bargaining unit seniority to the other department/unit/shift. Employees shall be returned to their former unit/department/shift in reverse order of transfer.

Article 15

LOW CENSUS STAFFING

Section 1 - Notwithstanding Article 14, "Seniority," the Employer retains the discretion to temporarily reduce staffing on a given unit and shift due to decreased census (or volume), subject to the following order of reassignment.

(a) Casual, temporary, per-diem and agency personnel and regular employees working overtime will be reassigned or canceled;

(b) In cases of low census, senior full time and part time employees in the affected unit and shift may request the day off on a rotating basis. Such employees may apply any accrued paid time off except sick time or may take an unpaid absent day. The option for requesting time off shall be granted by bargaining unit seniority;

(c) Regular part-time employees who are being scheduled for extra hours (not overtime) shall be reassigned or canceled;

(d) The least senior (bargaining unit seniority) employee shall be temporarily reassigned on a rotating basis to another unit within the Hospital Division where additional employees are needed; and

(e) In the event further reductions are needed and temporary reassignments set forth in (c) above are not available, the Employer may cancel on a rotating basis the least senior (bargaining unit seniority) employee within the unit and shift. In any event, the Employer may retain qualified staff needed to perform the remaining work.

Section 2 - In the event of a cancellation, the Employer will call the employee at least two (2) hours before the start of the shift, except in cases of emergency. When an employee is cancelled after reporting to work, she/he will be provided at least two (2) hours of work or pay.

Article 16

FLOATING

Section 1 - No employee shall be floated to a department in which he/she does not have the qualifications to perform the assigned duties with basic orientation to the unit. Per diem employees shall be floated from a department before full-time and part-time employees, in accordance with floating guidelines.

Section 2 - In order to support the patient care needs of the Hospital, the Employer may continue to maintain a float team.

The float team shall consist of employees who have bid into designated float team positions within the Hospital Services division. The float team members are assigned only to such float positions, and do not have regular assignments.

Section 3 - The Employer shall pay a float team differential for the float team positions within the Hospital Services division. Upon ratification, float team members shall receive an hourly differential of \$1.50 an hour for all hours worked for which they are assigned and/or scheduled to the float team, regardless of the department to which they are floated. Effective the first full pay period after January 31, 2021, the float team hourly differential shall increase to \$1.75 an hour.

Article 17

HEALTH AND SAFETY

Section 1 - The Employer shall provide a safe and healthy environment.

Section 2 - The Union shall be entitled to elect two bargaining unit employees for membership on the System Safety Committee.

Article 18
NON-DISCRIMINATION

Neither the System nor the Union shall discriminate against any employee on account of race, color, religious creed, sex, national origin, age, veteran's status, marital status, ancestry, disability, or Union affiliation or non-affiliation.

Article 19
HOURS AND OVERTIME

Section 1 – Due to the demanding nature of hospital services, it is necessary to operate many areas on a twenty-four (24) hour per day, seven (7) day per week basis. Shifts, start times, and shift durations shall, therefore, vary throughout the Employer and may change from time to time. When changes in shifts, start times, and shift durations are anticipated, the Employer shall make every effort to notify the Union and the affected employees at least twenty-eight (28) calendar days, but in no event less than seven (7) calendar days, before implementation of the scheduled change. In the event the Employer does not provide the Union and the affected Employees such twenty-eight (28) calendar days notice, the Employer, upon written request of the Union, shall meet with the Union as soon as practicable to discuss the subject change. However, the scheduling and conduct of any such meeting shall not delay implementation of the subject change unless the Employer agrees otherwise in writing.

Section 2 - Employees may be hired to work on an hourly or salaried basis.

(a) The “work day” begins at 6:00 a.m. and ends 23 hours and 59 minutes later at 5:59 a.m.

(b) The “pay period” begins at 6:00 a.m. on Sunday and concludes fourteen (14) days later at 5:59 a.m.

(c) The normal work day for full-time employees on an 8/80 schedule shall consist of eight (8) hours per day over a fourteen (14) day period.

(d) The “weekend” is defined, for purposes of scheduling for regular full-time, part-time and per diem employees, as shifts beginning at or after 11:00 p.m. on Friday (except for those departments in which the weekend begins at 7:00 a.m. on Saturday) and ending at 10:59 p.m.

on Sunday evening (except in those departments where the weekend begins on Saturday mornings, in which case the weekend ends at 6:59 a.m. on Monday).

The weekend, for purposes of the Weekender Program, is defined as beginning at 3:00 p.m. on Friday and ending at 6:00 a.m. on Monday.

(e) Employees whose regular shifts exceed eight (8) hours per day shall normally work forty (40) hours over a one-week period. The one-week period shall begin at 6:00 a.m. on Sunday and conclude seven (7) days later at 5:59 a.m. Two of these work weeks shall comprise a bi-weekly pay period.

(f) The above defines the normal hours of work barring a layoff, reduction in hours or modification of shift times in accordance with this Agreement and shall not be construed as a guarantee of hours.

(g) The Employer may, with at least sixty (60) calendar days written notice to the Union, modify (a), and/or (b) and/or (e) above.

Section 3 - Consistent with the needs of the employee's department/unit and with patient care needs, which shall at all times prevail, RNs who are required to work through a scheduled meal or break may thereafter combine that meal or break with other meal or break time on that shift, provided she/he first procures supervisory approval.

Section 4 - The Employer shall make every effort to post work and call schedules at least two (2) weeks in advance. The Employer will not change the posted schedule without agreement of the employees involved unless such change is necessary to meet operational needs under unforeseen circumstances or to respond to emergencies. This shall not diminish the Employer's rights under Article 15, "Low Census Staffing." Whenever the Employer changes the posted schedule, the affected employees shall be notified.

Section 5 - Every effort shall be made to schedule employees every other weekend off, unless the employee was hired to work more weekends or accepts a position requiring a greater number of weekend shifts. Employees may switch weekend duty with others so long as the supervisor approves of the changes in advance and no overtime is needed. Such weekend switch by Per Diem employees shall count towards their Per Diem availability requirement. Whenever possible, the Employer will avoid rotating an employee to the evening or night shift before his/her weekend off or a scheduled vacation week. Notwithstanding, employees who are hired to work a specific rotated schedule shall be required to work such shifts.

Section 6 - Employees shall not be required to work split shifts or more than two (2) different shifts in a pay period. Employees shall not be required to work beyond the end of their shift except when the Employer deems it necessary to maintain continuity of patient-care or other health-related services. Before requiring an employee to work overtime, the Employer shall make a good faith effort to obtain a volunteer. “Good faith” may include, where time permits, any one or more of the following: offering the overtime to employees on the overtime list in order of bargaining unit seniority (on a rotating basis starting with the most senior employee), offering the overtime to on-duty employees in order of bargaining unit seniority (on a rotating basis starting with the most senior employee), and contacting per diem employees. Where the Employer anticipates the overtime needed consists of no more than two (2) hours beyond the employee’s scheduled shift, the Employer shall be required to seek volunteers only from those employees who are then assigned to the unit. If the supervisor later determines that the required overtime will exceed two (2) hours, the Employer shall make a good faith effort to obtain a replacement as soon as possible for the employee who has been held over. No employee shall be required to work in excess of sixteen (16) consecutive hours. If an employee is mandated to work sixteen (16) consecutive hours, he/she shall not be required to return to work without a ten (10) hour period of rest. Employees who are required to stay beyond the end of their shift shall be paid at one and one-half times (1 ½) their regular straight time hourly rate.

Section 7 - Employees on an 8/80 schedule shall receive one and one-half (1 ½) their regular straight time hourly rate for actual hours worked (as defined in Section 8, below) in excess of eight (8) in any given work day and/or eighty (80) in a given pay period. All others shall receive one and one-half (1 ½) their regular straight time hourly rate only for actual hours worked (as defined in Section 8, below) in excess of forty (40) in any given week. Salaried employees shall not be paid on an hourly basis and shall not receive overtime.

Section 8 - For the purposes of determining “hours worked” in order to compute overtime, scheduled vacation, scheduled personal holidays and holidays (or paid benefit time), and time spent in court on behalf of the employer shall be included along with actual hours worked. Unscheduled vacation, personal holidays or holidays shall not be counted except to the extent applied to low census days pursuant to Article 15, section 1(d). Paid sick days and accumulated sick time shall not be counted in determining overtime.

Section 9 - There shall be no pyramiding of overtime and/or holiday premium pay.

Section 10 - Employees may request and be scheduled for additional hours.

Section 11 - Employees must have all overtime approved by the Department Manager or Designee prior to working overtime. Where emergency circumstances make this impossible, the employee must obtain approval as soon as practicable.

Section 12 - Shifts scheduled to be worked by agency nurses shall be granted first to full time and part time bargaining unit employees, then per diem employees, and so scheduled provided the bargaining unit employees notifies the staffing office or nursing supervisor at least forty-eight (48) hours before such shift begins.

Section 13 - Notwithstanding Section 1 above, the current scheduling practices shall be maintained, as it relates to shifts greater than eight (8) hours, in areas of the Hospital, where Employees work, to which these shifts are applicable. Thereafter, they may be eliminated if the Employer provides four (4) weeks notice of their termination.

Section 14 - The Employer will create a list of volunteers willing to travel with patients to other health care facilities, and will circulate the list amongst the managers. The Employer will create a list of volunteers willing to work in other areas.

Section 15 - The Employer shall schedule its regular full-time and regular part-time RNs per its normal scheduling procedures, including part time employees requesting additional hours, before offering shifts first to per diem and then to Agency employees. As part of those normal scheduling procedures, the Employer shall, at least seven (7) calendar days before the posted schedule is finalized, on a departmental (unit or other applicable) basis, make and post a list of additional shifts which it knows are open. Full and part time employees in that department (or unit or other applicable category) may then select from amongst those open shifts so long as doing so will not result in her/his being paid overtime pay for such shift(s). After full and part time employees from that department (or unit or other applicable category) have selected from amongst such open shifts, other qualified full and part time bargaining unit employees may then select from amongst those shifts, so long as doing so will not result in the payment at overtime for any employee working any such open shift(s), or the other shifts that employee is working during that pay period. Remaining shifts will be available to per diem employees in that department (or unit or applicable category). In the event any open shifts remain, per diem employees from outside of that department (or unit or other applicable category) may select from the available shifts.

Section 16 - The Parties agree that disputes concerning Article 19, Section 6 and generally relating to required (a.k.a. mandatory) overtime, addressed by Pennsylvania Act 102, “Prohibition of Excessive Overtime in Health Care Act” shall be referred, exclusively, to the Pennsylvania Bureau of Labor Law Compliance, and the parties further specifically agree that such disputes shall not be subject to Articles 12 and 13 of the Agreement, i.e. Grievance Procedure and Arbitration Articles respectively.

Article 20
WEEKENDER PROGRAM

Section 1 - The Employer may create and post “weekender” positions. Nurses who bid to and are selected for such positions shall receive the following benefits for their participation:

Section 2 - Weekender employees shall work fifty-six (56) hours per pay period. This will be accomplished by working two (2) – twelve (12) hour shifts on one (1) weekend in the pay period and two (2) – twelve (12) hour and one (1) – eight (8) hour shift on the other weekend in the pay period.

Section 3 - For the purposes of health care, dental insurance, vision care, tuition benefits, short-term disability and long-term disability, such employees shall be treated as if they were full-time. Such employees shall also accrue paid benefit time on the same terms as other employees under this Agreement.

Section 4 - Any weekender employee who has more than four (4) unscheduled absences in any six-month period may be dropped from the program.

Section 5 - Weekender employees shall receive overtime only if they work more than forty (40) hours in a week.

Section 6 - Employees who apply for and are accepted into this program shall agree to sell back all but eighty (80) hours of accrued vacation (or paid benefit) time. The Employer shall pay such an employee for vacation (or paid benefit) time hours based on the employee’s current rate of pay.

Section 7 - The Employer may terminate the weekender program in any and/or all unit(s), at its sole discretion. In the event the Employer decides to terminate the weekender program in any/all unit(s), the Employer shall make every effort to notify the Union and the affected employees at least

twenty-eight (28) calendar days, but in no event less than seven (7) calendar days, before the implementation of the termination. In the event the Employer does not provide the Union and the affected Employees such twenty-eight (28) calendar days notice, the Employer, upon written request of the Union, shall meet with the Union as soon as practicable to discuss the termination.

However, the scheduling and conduct of any such meeting shall not delay implementation of the termination unless the Employer agrees otherwise in writing.

Section 8 - Subject to the Employer's decision to terminate the weekender program as provided for in Section 7, above, Employees who are working under the current weekender program shall be grandfathered in such program during the duration of this Agreement, as long as they remain in the program.

Section 9 - Every other holiday must be worked, which shall include the evening prior to the holiday. If the holiday falls during the weekend hours, time and one half of the weekend rate will be paid for hours worked on that weekend holiday.

Section 10 - Employees who work the required fifty-six (56) hours as defined in Section 2 shall be paid eighty (80) hours of pay at their regular base rate of pay, plus shift differential where applicable. Overtime shall be paid after an employee has worked beyond forty (40) hours of work in a one-week period. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular straight-time hourly rate of pay.

Section 11 - The weekend hours are from 3:00 PM Friday through 7:00 AM Monday.

Article 21

FAMILY AND MEDICAL LEAVES OF ABSENCE

AND OTHER UNPAID LEAVE

Section 1 - Requests for a leave of absence must be submitted on the Employer's standard request form to the employee's supervisor two (2) weeks in advance of the effective date of the leave requested, unless circumstances make such an advance request not possible. If an advance request of two (2) weeks is not possible, an emergency leave of absence can be obtained by submitting a written request to the supervisor as soon as practicable under the circumstances but in any event within two (2) calendar days after the absence begins. Return to duty must be preceded by a written notice of one (1) week stating the anticipated return date.

Section 2 - Employees absent from work due to medical condition for three (3) work days or more may be required to be cleared by Occupational Health before being permitted to return to work.

Section 3 - An unpaid family or medical leave of up to twelve (12) weeks each year shall be granted to employees for the following reasons:

- (a) To care for a newborn or newly adopted child;
- (b) To care for a newly placed foster child;
- (c) To care for a son, daughter, spouse or parent who has been diagnosed with a "serious health condition;" or
- (d) Due to the employee's own "serious health condition" whether such condition is job related or non-job related. Such one (1) year period shall commence with the first day a leave of absence is taken. In order to be eligible for leaves under this Section, the employee must have at least twelve (12) months of continuous service with the Employer and have worked at least 1,250 hours in the preceding 12-month period.

Section 4 - Where both spouses are employed by the facility, the leave may not exceed the individual maximum, but in the case of their own illness or illness of a child, each spouse is entitled to the maximum.

Section 5 - Leaves under Section 3 may be extended for an additional fourteen (14) weeks based upon request and appropriate medical certification.

If the employee is replaced during this extended period, he/she shall be reinstated upon application to the first available position for which he/she is qualified which is not a promotion.

Section 6 - Employees interested in leaves under the circumstances outlined in Section 3(a) through (d) above must submit a request on the required form at least two (2) weeks in advance unless circumstances make such advance request impossible. In such case, the employee shall submit his/her request as soon as practicable. As a condition to taking the leaves specified in Section 3, paragraphs (c) and (d), an employee must submit proof of medical necessity on the specified form. In the event the Employer questions the medical certification, it may require that the individual be examined by a physician of its own choice. If there is a disagreement between the first and second medical opinions, the individual shall be subject to a medical examination by a third, mutually agreed upon physician.

Section 7 - During the course of the leave the employee should contact the Employer's Human Resources Department after every medical visit, but not less than once a month to review his/her status and expected date of return.

Section 8 - Prior to returning from a medical leave of absence due to the employee's own serious medical condition, the employee must report to Occupational Health with a certification from his/her personal physician.

Section 9 - Non-probationary employees who do not qualify for FMLA leaves under Section 3 shall be entitled, upon application, to an unpaid medical leave due to their own serious health condition for up to fourteen (14) weeks a year. Such employees must provide notice and a physician's certificate as specified in Section 3. If such an employee is able to return within the fourteen (14) week period, he/she shall be reinstated to his/her former position, if available, or an equivalent position.

Section 10 - Employees who have at least twelve (12) months of service and have worked at least 1,250 hours of service during their past twelve (12) months of employment preceding their FMLA leave described above shall be entitled to receive health insurance benefits during their first twelve (12) weeks of such leave each year on the same terms as preceding the leave.

Section 11 - Where the need is appropriately documented, qualified employees as described in this section may be entitled to intermittent or reduced schedule leaves in the case of self-medical leaves as described in Section 3(d). When the request for intermittent leave is foreseeable and is based upon planned medical treatments, the employer may temporarily transfer the employee to an alternate available position when such leave affects the normal operation of the unit and the alternate position better accommodates the recurring leave than the employee's current position. Such position shall provide equivalent pay and benefits. The intermittent or reduced schedule leave shall be a part of and not in addition to the leave provided in Section 3.

Section 12 - The terms of FMLA leaves under this Article shall be subject to the rules and regulations issued pursuant to the Family and Medical Leave Act of 1993.

Section 13 - The following definitions are applicable:

(a) "Son or daughter" -- a biological, adopted or foster child, stepchild, legal ward or child of a person standing in "loco parentis."

(b) "Serious health condition" -- an illness, injury, impairment or physical or mental condition involving either inpatient care or continuing treatment by a health care provider:

1) If inpatient care is not required, a serious health condition must involve continuing treatment or supervision by a health care provider where: (a) the condition requires an absence of more than three (3) days from work, or (b) the condition is incurable or so serious that, if not treated, it would likely result in a period of incapacity of more than three (3) days, or (c) the treatment is prenatal care.

2) "Continuing treatment" requires that the employee or family member be treated by (or under orders of) a health care provider two (2) or more times for the injury or illness, or the person be under the continuing supervision of a health care provider for a chronic condition or disability that cannot be cured.

3) An eligible health care provider could be a doctor of medicine, an osteopathic doctor, a podiatrist, a dentist, a clinical psychologist, an optometrist, a chiropractor (for certain conditions), a nurse practitioner or nurse midwife, or certain Christian Scientist practitioners.

(c) "Year" shall be defined as the twelve (12) month period immediately preceding the first day of leave.

Section 14 - Leaves of absence shall be unpaid except to the extent payment is specifically provided under Pennsylvania state law, other provisions of this Agreement or current Employer benefit plans.

Section 15 - Seniority shall continue to accumulate during all authorized unpaid leaves of absence, but wages and benefits other than indicated in this Agreement will not be paid or accumulated except as provided by law.

Section 16 - Misrepresentation of the reason for a leave shall be cause for termination.

Section 17 - An employee on leave for any reason may take earned vacation as part of their leave. If an employee is on a medical leave as provided in Section 3(d), the employee must take any and all accrued sick days. Such paid days shall not diminish the employee's entitlement, if any, to workers' compensation but shall supplement any such benefits up to the employee's normal pay.

Section 18 - An employee returning to work at the conclusion of not more than three (3) months' leave of absence shall be returned to the same job classification, shift, hourly status, and former unit, provided the unit on which the employee worked is still in operation and the employee's position has not been eliminated through reduction in force. Seniority shall be lost and an employee shall be terminated for failing to return from an authorized leave of absence.

Section 19 - Employees on a leave of absence (other than the first twelve (12) weeks of FMLA leave, as provided in Section 10) may continue in the group medical and dental plans by paying the full premium during the leave. The Employer shall resume premium payments consistent with the plan effective upon an employee's first day of return to work.

Section 20 - Employees with at least one (1) continuous year of service may be granted up to three (3) months of unpaid leave for educational, personal or union business purposes. The Employer retains the discretion to grant or deny leave requests for staffing and other legitimate reasons. Leaves must be requested in writing at least one (1) month in advance of the requested leave. At least two (2) weeks' notice must be given of the employee's return from leave. When an employee returns within three months, he/she shall be reinstated to his/her former position, if available, or an equivalent position. Leaves may be extended beyond the initial three (3) months upon written request of two (2) weeks on a month-to-month basis up to a maximum of an additional three (3) months. If an employee returns within six (6) months, he/she shall be reinstated to his/her former position, if available, or the first comparable position that is available. No more than one employee per year may request a leave for union business.

An employee shall have the option of applying any accumulated vacation or personal time (or paid time off) during a leave. While an employee is on paid status he/she shall continue to receive health or insurance on the same terms as preceding the leave. Benefits shall accrue on the basis of vacation, personal holidays and sick days used during a leave. Employees shall have the right to continue their health insurance at their own expense under COBRA.

Article 22

JURY DUTY

Section 1 - All employees who are called to serve as jurors will be granted a leave of absence for such purpose. The receipt of the notice to report for jury duty must be reported immediately to their Department Director.

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

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

Section 4 - In order to obtain pay for straight-time hours lost due to jury duty, the employee must submit a copy of the reimbursement voucher to their Department Director at the conclusion of jury duty. The Employer will pay regular full-time employees the difference between the amount received from the court for jury duty and the employee's straight-time pay (including any applicable differential) for each day of scheduled work lost up to a maximum of 21 days. Part-time employees' maximum shall be pro-rated.

Section 5 - If an employee is required by subpoena to appear in a Court to represent or testify for the Employer or on behalf of the District Attorney or other government agency because of work or service he/she performed as part of his/her regular duties for the Hospital, then he/she shall be paid his/her full regular straight time pay for the time of his/her actual court appearance.

Section 6 - An employee who attends and provides testimony at an arbitration hearing pursuant to a duly issued arbitral subpoena will not be required to use benefit time for her/his absence from work on the day of that hearing so long as (i) the employee presents that subpoena to her/his department supervisor or to the Hospital's Human Resources Department at least fourteen (14) calendar days in advance of the date of the arbitration hearing (and, if applicable, any continued date on which her/ his presence as a witness is required), and (ii) she/he advises the Hospital at that time of her/his intent to attend the arbitration pursuant to the subpoena.

Article 23

MILITARY LEAVE

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

Article 24
BEREAVEMENT LEAVE

Section 1 - Full-time employees shall be entitled to a maximum of three (3) days' absence with pay from the day of death through the day after the funeral of an employee's spouse, parent, step-parent, child, step-child, brother, sister, step-brother, step-sister, half-brother, half-sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandparent or other "family member" permanently residing in the same household as the employee.

This paid bereavement day must occur on a regularly scheduled work day from the day of death through the day after the funeral. Regular part-time (with benefits) employees will be entitled to one day bereavement for attending the funeral of a family member (as defined above) when the funeral coincides or occurs on the employee's regularly scheduled work day.

Section 2 - Bereavement pay will be made only when loss of pay is involved. An employee will not be entitled to bereavement pay while on a regular day off, leave of absence, workers' compensation or long term disability. When the death of an employee's immediate family member occurs when an employee is on paid sick leave, holiday, personal day or vacation, the benefit day shall be converted to a bereavement day.

Section 3 - An absence of one (1) day with pay will be granted to an employee for attending the funeral, wake or other bereavement ceremony of an aunt, uncle, grandparent-in-law, brother-in-law or sister-in-law.

Section 4 - The employee will not receive bereavement pay for the death of former relatives by marriage.

Article 25
WAGE MINIMUMS AND INCREASES

Section 1 - Effective upon the first full payroll period following the date of ratification of this Agreement, regular full-time, regular part-time and per diem registered nurses shall be paid no less than the minimum base hourly rates set forth on Appendix A. Consequently, those who are paid less than the minimum base hourly rates set forth in Appendix A, shall be raised to those rates. Except for as follows:

- a. If a per diem employee would receive an increase of less than \$6.00 by moving to the wage scale on Appendix A, they will receive a \$6.00 per hour increase on their pre-ratification rate.
- b. Employees who are currently receiving the \$0.50 per hour lead differential shall continue to receive the differential.

Section 2 - Effective the first full pay period on or after February 28, 2023, minimum base hourly rates shall be paid as set forth in Appendix A, specifically February 28, 2023. Those who are paid less than the minimum for their service level shall be raised to the new minimum base hourly rate. Those whose base hourly rates already equal or exceed the new minimum rates in Appendix A; specifically February 28, 2023 shall receive a three percent (3.0%) increase in their then-existing base hourly rate if the most recent annual performance evaluation indicates the individual meets standards. Where an employee's increase to the wage scale is less than the percentage increase of his/her then-existing base hourly rate specified above, he/she shall be entitled to the percentage increase specified above if the most recent annual performance evaluation indicates the individual meets standards.

Section 3 - Effective the first full pay period on or after February 28, 2024, minimum base hourly rates shall be paid as set forth in Appendix A, specifically February 28, 2024. Those who are paid less than the minimum for their service level shall be raised to the new minimum base hourly rate. Those whose base hourly rates already equal or exceed the new minimum rates in Appendix A; specifically February 28, 2024 shall receive a three percent (3.0%) increase in their then-existing base hourly rate if the most recent annual performance evaluation indicates the individual meets standards. Where an employee's increase to the wage scale is less than the percentage increase of his/her then-existing base hourly rate specified above, he/she shall be entitled to the percentage increase specified above if the most recent annual performance evaluation indicates the individual meets standards.

Section 4 - Wage minimums shall be based upon the employee's length of continuous service as a registered nurse in any registered nurse position(s) within Wyoming Valley Health Care System or its predecessors.

Those who have been granted credit for prior registered nurse experience at other institutions shall retain such length of service credit for wage determination purposes only. New hires may be given credit for prior registered nurse experience.

Section 5 - For purposes of computing compensation under this Article, the “base hourly rates” of salaried employees shall be their base bi-weekly salary divided by eighty (80) hours. Unless the effective date of an increase falls on the first day of the payroll period the increase shall actually become payable on the first day of the next payroll period. Scale increases according to longevity shall become due only upon January 31st of the year following the employee’s anniversary date.

Section 6 - Subject only to prior notice to the Union, the Employer may, in its discretion, introduce incentive programs to reward individual employees for exemplary contributions and/or performance.

Section 7 - Charge pay shall be \$.75/hour. Charge pay shall only be applicable to hours in which the employee is designated “in charge” of a unit.

Section 8 - There shall be no anniversary date wage adjustments during the duration of this Agreement.

Section 9 - An evening shift is defined as a shift, the majority of the hours of which occur between 3:00 P.M. and 11:00 P.M. For example, if an employee is scheduled to work a shift that begins at 12 noon and ends at 8:00 P.M., he or she shall receive an evening shift differential for all hours worked on such 12:00 to 8:00 P.M. shift.

- (a) The evening shift differential shall be \$1.20 per hour.

Section 10 - A night shift is defined as a shift, the majority of the hours of which occur between 11:00 P.M. and 7:00 A.M. For example, if an employee is scheduled to work a shift that begins at 8:00 P.M. and ends at 4:00 A.M., he or she shall receive a night shift differential for all hours worked on such 8:00 P.M. to 4:00 A.M. shift.

- (a) The night shift differential shall be \$1.35 per hour.

Section 11 - Wages and wage premiums shall be exclusively determined by this Article and the other express provisions of this Agreement and not by past practices. “Grandfathering” and any and all other special pay arrangements or practices not expressly provided in this Agreement may be discontinued at any time, except as follows:

- (a) Incumbent clinical care coordinators shall be subject to the wage scales and minimum increases proposed.

Section 12 - For purposes of applying the minimum rates set forth in Appendix, job classifications shall be separated into the following three (3) pay levels:

Health Services RNs: ProWorks, Tumor Registry, Patient Advocate, Ambulatory Outpatient Diagnostic, Respiratory Department, Family Enhancement Facilitator, Health Awareness Facilitator, Women's Health Specialist, Health Enhancement Associate Coordinator, Clinical Support-Family Outreach, Health Awareness Coordinator, Lead Instructor, Health Enhancement, UHHS Registered Nurses.

Acute Care Hospital RNs: Medical Surgical, Pain Management, Diabetes Center Nurse Educator, Rehabilitation (John Heinz/Cardiology), Neuro-Physiology, Non-Critical Care Stepdown, Mother-to-be Care Coordinator, OB/GYN, Cardiology Ultrasound, Pediatric, Nursery, Nurse Epidemiologist, Case Manager, Utilization Management, QI Coordinator, Special Procedure Instructor, IV Therapy, Radiation Oncology, Short Procedure Unit, Operating Room, Critical Care, CT-Stepdown (2W), Labor and Delivery, Clinical Educators, Cath Lab, Endoscopy, Cardiac Intervention-Stepdown (2N), Emergency Room, Post Anesthesia/Recovery Room, RNFA, Education Specialist, All Other Hospital RNs.

Per Diem Nurses

Section 13

(a) At any time during the term of this Agreement, the Employer may unilaterally increase the wage rate for any specific bargaining unit classification(s) or wage step, provided that in doing so it will determine and apply a cents per hour, percentage or other such formula for all non-probationary employees within that (those) classification(s). In any case, such adjustments are not subject to the Grievance and Arbitration provisions of this Agreement.

(b) At any time during the term of this Agreement, the Employer may unilaterally increase a particular wage-related benefit (such as shift differential or premium pay) for employees in a particular classification, department, unit or shift. Such adjustments are not subject to the Grievance and Arbitration provisions of this Agreement.

(c) In the event the Hospital determines there is a need for an extra shift incentive or bonus, the Employer will notify the Union of the amount, eligibility criteria, duration, and the shift(s)/department(s)/unit(s) included.

The Hospital will communicate such extra shift incentive and/or bonus to eligible employees. The amount of the incentive/bonus applied in the same time period will not be disparate. An incentive and/or bonus appropriately awarded to an eligible employee pursuant to this section will not be rescinded unless the employee is deemed ineligible by the eligibility criteria. The Hospital shall not be obligated to bargain the implementation of an extra shift incentive or bonus.

Section 14 - The Employer reserves the right to increase wage rates, pay one-time lump sums and/or increase certain benefits for bargaining unit employees if its Medicare Wage Index Reimbursement Status is modified upwards during the term of this Agreement, provided (i) some or all such modifications or applications made by the Employer may be non-recurring, (ii) some or all such modifications or applications made by the Employer may be across-the-board as amongst bargaining unit employees; (iii) some or all such modifications or applications made by the Employer may be applied to bargaining unit employees in specific departments, classifications or other such categories based upon merit or productivity assessments; as all solely determined by the Employer. The Employer, prior to finalizing its decision(s) on allocating, for the bargaining unit, additional funds resulting from an increase to its Medicare Wage Index Reimbursement Status, will offer to meet with the Union to meet with and discuss the Employer's thoughts or intentions concerning those issues, and invite the Association to offer its input. All discussions with the Union must be concluded within seven (7) calendar days from the date the Union was notified by the Employer, whereupon the Employer shall make its final decision(s).

Section 15 - Effective beginning the first full pay period after the date of ratification of this Agreement, Preceptor Pay shall be \$.75 per hour. Preceptor Pay shall be paid solely for those hours during which an employee is actively serving as a Hospital-designated "Preceptor."

Section 16 - The Parties agree that each and every compensation provision set forth in this Agreement - including, by way of example only, the wages set forth in ARTICLE 25 – Wages Minimums and Increases of this Agreement – is intended to remain "status quo" upon and following the expiration or termination of this Agreement (pursuant to ARTICLE 48 - Duration of this Agreement), such that the specific rate of such compensation in effect upon such expiration or termination shall remain unchanged unless and until a new collective bargaining agreement succeeding this Agreement is mutually executed by the Parties reach a lawful impasse in

negotiations toward a new collective bargaining agreement intended to succeed this Agreement.

The Parties agree that the provisions set forth in this ARTICLE 25 are specifically intended to constitute a clear and express statutory waiver by the Union of any statutory or contractual right which otherwise would inure to the benefit of the Union and/or the Employees represented by the Union for the purposes of collective bargaining who are covered by this Agreement relative to the compensation provisions of this Agreement referenced above – Thus, the Parties agree that the provisions set forth in this ARTICLE 25 are specifically intended to negate the holding of the National Labor Relations Board in *The Finley Hospital*, 359 N.L.R.B. No 9 (September 28, 2012) and the underlying rationale of the Board resulting in the Order issued by the Board in *The Finley Hospital, supra*.

Article 26

ON-CALL

Section 1 - On-call pay shall apply to all hours “on-call personnel” are assigned to “on-call” duty as well as time spent traveling to an on-call assignment. On-call pay shall cease when the individual clocks in. If an employee is called to work, he/she shall be paid time and one-half (1 ½) the regular rate of pay for all hours worked, or at least two hours pay at the rate of time and one-half, whichever is greater.

(a) The On-call rate shall be \$2.50.

Section 2 - When non-on-call employees are called into work, they shall receive a minimum of two (2) hours’ work or pay.

Article 27

PAID HOLIDAYS

Section 1 - After completion of the probationary period, regular full-time and regular part-time (benefits eligible) employees shall earn the following paid holidays:

New Year’s Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Personal Holidays: Two (2) Personal Holidays effective as of January 1 during each year of this Agreement.

“For scheduling purposes, holiday hours shall be the continuous twenty-four (24) hour period commencing at 12:00 a.m. and continuing up to 11:59p.m. For shifts that normally begin at 7:00 PM, holiday hours shall be the continuous twenty-four (24) hour period commencing at 7:00 PM, the evening before the holiday and continuing up to 7:00 PM on the date of the holiday.

Section 2 - Holiday pay for full-time employees shall be based upon the employee’s base rate of pay for the employee’s normal straight time hours up to a maximum of eight (8) hours. Part-time (benefits eligible) employees shall receive pro-rated holiday pay based on their actual hours worked in the previous calendar year. Budgeted hours shall be used in the case of new employees or those who have been reclassified into a part-time (benefits eligible) position.

Section 3 - Holidays shall be scheduled on a rotating basis without regard to seniority, so that preferred holidays are not monopolized. No employee shall be mandated to work both Christmas Eve and Christmas Day. No employee shall be mandated to work both New Year’s Eve and New Year’s Day.

Section 4 - When an employee is scheduled to work on a holiday, he/she shall be paid time and one half (1-1/2) his/her regular pay. Such an employee shall be entitled to another day off with pay (or prorata pay in the case of eligible part-time employees) on another regularly scheduled work day, within thirty (30) days immediately before the holiday or within sixty (60) days after the holiday.

(a) Per Diem employees shall be paid time and one half (1 ½) his/her regular pay for work on a holiday. Per Diem employees shall not be entitled to another day off with pay.

Section 5 - When an eligible employee changes from regular full-time to regular part-time (benefits eligible) status, the next earned holiday shall be pro-rated. When a regular part-time (benefits eligible) employee changes to full-time status, his next holiday shall not be pro-rated.

Section 6 - To qualify for holiday benefits as provided in this Article (c.f. Sections 2. and 4, above) the employee must work both his/her last scheduled day before the actual holiday and her/his first scheduled work day after the actual holiday. An employee who is scheduled to work the holiday must actually work it in order to receive holiday pay. The only exceptions to this rule are if the employee is first hospitalized, or is seen through a Hospital Emergency Room, on the applicable day before or after the actual Holiday.

Section 7 - If a nurse is required to work overtime on one of the six (6) contractually designated holidays, she/he shall be paid at double time (2 times) for the time she/he works on a required basis.

Section 8 - Paid personal days accrue on a quarterly basis, but may be advanced each July 1st. On July 1st, employees may sell back paid personal days according to the Hospital's policy. Requests for paid personal days must be submitted in writing to the Department Head or his/her designee at least two (2) weeks in advance of the requested day, except at the discretion of the unit manager. Failure to provide such notice shall render the employee ineligible to receive a paid personal holiday, except that an employee may use two (2) paid personal days per contract year for emergency or urgent personal business. In such cases, the employee must provide as much notice as practicable but no less than three (3) hours prior to the start of their shift. Employees must be actively employed to take a personal day.

No employee is entitled to personal day pay in lieu of time off, except as expressly provided in Article 21, "Family and Medical Leaves of Absence and Other Unpaid Leave," and except where an employee chooses to apply earned personal time in a down-staffing (or low census) situation. Upon resignation from employment, employees shall not be entitled to use paid personal days. However, with proper notice, employees shall be paid all accrued but unused personal days upon resignation. Unearned but advanced personal days shall be deducted from the employee's final paycheck.

Section 9 - In the event an employee does not take any unscheduled personal days in a contract year, he or she may cash out up to two (2) personal days at his or her regular rate of pay at the conclusion of such year. Personal Days may not be taken between December 15 and January 2, unless permitted per low census staffing.

Article 28

PAID VACATION

Section 1 - Commencing with three (3) months of continuous employment, regular full-time and regular part-time (benefits eligible) employees shall begin to accrue paid vacation on the basis of actual hours paid (excluding unscheduled paid time off). No more than one (1) week's vacation leave may be taken before the completion of one (1) continuous year of employment. No

vacation days shall be paid or approved unless a written request is submitted in advance to the Department Head in accordance with this Article.

Section 2 - Regular full-time employees shall accrue vacation following the completion of each year of the employee's service as a benefits eligible employee in accordance with the following schedule:

<u>Completed</u> <u>Years of Service</u>	<u>RNs Up To</u> <u>A Maximum Of</u>
1 up through 3	10 days (80 hours)
4 up through 7	15 days (120 hours)
8 up through 14	20 days (160 hours)
15 up through 19	21 days (168 hours)
20 up through 24	23 days (184 hours)
25 and up	25 days (200 hours)

Vacation pay shall be based upon the employee's regular rate and normal straight-time hours up to her/his regularly scheduled shift for that day, up to a maximum of twelve (12) hours per vacation day. For purposes of this Article, completed years of service shall be counted as the length of continuous service from the most recent date of placement in a benefits eligible classification within the Wilkes-Barre Hospital Company LLC. and any/all of its' predecessors.

Section 3 - Regular part-time (benefits eligible) employees shall receive pro-rated vacation benefits based upon their actual hours paid (excluding unscheduled paid time off).

Section 4 - To qualify for full vacation and vacation pay following his/her first year of benefits eligible employment, an employee must have worked at least thirteen (13) full payroll periods during the twelve (12) month vacation accrual period, i.e., the twelve (12) months immediately preceding the employee's vacation eligibility date. The employee must also be actively employed on that date. Where an employee works less than thirteen (13) full pay periods during the twelve (12) month vacation accrual period, his/her vacation shall be pro-rated according to the number of full pay periods worked divided by 26.

Section 5 - Priority vacation calendars for each department shall be posted on or about February 15th. Priority vacation requests shall be submitted no later than April 1st. Prior to the closing date of April 1st, employees may submit first, second and third choices.

Section 6 - On or about April 15th, priority vacation requests shall be granted on a rotating basis, so that priority vacation periods are not monopolized. The rotation shall begin with the employee having the greatest System seniority. Employees are not entitled to take the same priority weeks in consecutive years unless other employees have had the opportunity to bid on the week. No vacations may be scheduled between the dates of December 15th and January 2nd, unless permitted per low census staffing. Subject to staffing needs, each eligible employee shall have the chance to take at least one (1) week off during the priority summer vacation period. The priority summer vacation period is defined as the period between (and inclusive of) Memorial Day and Labor Day. No employee shall be entitled to take more than one (1) week during this summer period until every eligible employee has been given a chance to take at least one (1) week off. (Part-time employees' vacation weeks shall be based on their actual hours of work per pay period.) If there are not enough weeks available, preference shall be granted according to System seniority.

Section 7 - Vacation requests submitted after April 1st shall be granted on a first come, first served basis. No vacation days shall be paid or approved unless a prior written request is submitted at least two (2) weeks in advance to the Department Head, except at the discretion of the Department Head. When simultaneous requests are made, System seniority shall be determinative. The Employer shall provide a response to any request under this Section within seven (7) calendar days. However, the lack of such response shall not be construed as approval. In all cases, vacation scheduling shall be subject to staffing and patient care needs.

In emergency circumstances where patient care is jeopardized, scheduled vacations may be canceled. In such cases, due consideration shall be given to prior financial commitments made by individual employees.

Section 8 - Vacation shall not be paid in lieu of time off and shall only be paid while an employee is on active payroll, except as expressly provided in Article 21, "Family and Medical Leaves of Absence and Other Unpaid Leave," and except where an employee chooses to apply earned vacation time in a down-staffing (or low census) situation.

Section 9 -

(a) Vacation accrual shall be limited to 100% of the amount of vacation the employee can earn annually, at maximum (maximum accrual).

(b) The parties expressly agree that the maximum applicable vacation accrual for bargaining unit employees under the next following (successor) Agreement between them shall be

the same as in place for the non-bargaining unit employees of the Employer at that time.

Section 10 - In the event the employee provides at least three (3) weeks notice of resignation, accumulated paid vacation days shall be paid out at termination. Employees may not opt to substitute paid vacation in lieu of notice. When an employee is terminated for cause or fails to provide adequate notice of resignation, he/she shall not be entitled to receive paid vacation days upon termination.

Article 29

PAID SICK DAYS

Section 1 - Effective upon the ratification of the contract, any regular full-time employee who has by that date completed his/her probationary period shall begin to earn paid sick days, which accrue on a monthly basis. Such employees may earn up to a maximum of twelve (12) paid sick days per year. Regular part-time (benefits eligible) employees who qualify for paid sick days under the aforesaid conditions shall accrue paid sick days on a pro-rata basis according to straight time hours worked, except as expressly provided for in Article 21, "Family and Medical Leaves of Absence and Other Unpaid Leave." Regular full-time employees hired after January 26, 1998 shall accrue no more than a maximum of eight (8) paid sick days per year under the aforesaid conditions. New regular part-time (benefits eligible) employees shall accrue a pro-rata amount.

Section 2 - Employees may use accumulated paid sick days to cover the difference between the employee's regular pay and the actual amount paid to the employee under the Pennsylvania Workers' Compensation Law. In the aggregate, such benefits in any given day shall not exceed the employee's regular daily pay.

Section 3 - Employees shall accrue paid sick days during leaves of absence consistent with Article 21, "Family and Medical Leaves of Absence and Other Unpaid Leave."

Section 4 - In order to qualify for a paid sick day, the employee must notify his/her department head or designee at least three (3) hours prior to the start of the shift. Except in cases of emergency, employees may not delegate this responsibility to family, friends or others.

Section 5 - Upon reporting for duty, a physician's certificate may be required after three (3) consecutive days of absence.

Section 6 - The Employer may require that the employee pass a medical examination by the Occupational Health Department or its designee where the employee's medical condition is in question.

Section 7 - Paid sick days shall only be authorized for the employee's own personal medical condition and not for the illness of family members, except as provided in Section 11.

Section 8 - Employees will not be penalized by the attendance policy for utilizing paid sick days for illness or injury requiring inpatient treatment or for work-related illnesses or injuries.

Section 9 - Unused paid sick days are not paid for upon termination of employment or upon notice of resignation of employment. Under no circumstances shall paid sick days be cashed out.

Section 10 - Unused paid sick days may be accumulated up to a maximum of five hundred twenty (520) hours for possible use during an absence due to the employee's own medical disability. If any employee has more than five hundred twenty (520) accumulated and unused extended illness hours on the books of WVHCS as of the date of Closing, such employee shall be given credit for such extended illness hours in excess of five hundred twenty (520) hours, up to a maximum of four hundred forty (440) such extended illness hours, in a special illness hours reserve account. The hours in any employee's reserve account may only be used in those instances where the employee has completely exhausted his/her regular unused extended illness hours, and then only to the extent necessary to provide such employees with benefits during the period of their own extended illness. Such amounts shall not be subject to reduction, offset or any other limitation under Wilkes-Barre Hospital Company, LLC.'s time off or extended illness benefits policies and procedures.

Section 11 - Paid sick days are for occasional sick days and extended absences caused by short term disabilities. In order to discourage the frequency of call-offs or "unscheduled sick days," employees shall only be permitted to use up to eight (8) paid sick days per contract year for such unscheduled sick days. Earned sick days shall always be available for extended leaves due to maternity, accident, illness or disability even where such conditions cannot be scheduled or anticipated or for family emergencies involving immediate family members. Family emergencies are defined as an illness, injury or other medical emergency involving an employee's immediate family member. For purposes of this Section, an extended leave shall be any leave of five (5) or more contiguous scheduled work days or a disability lasting eight (8) or more continuous calendar days. In addition, earned sick days may always be used for scheduled absences for medical reasons such as scheduled elective surgery regardless of duration.

Article 30

TUITION REIMBURSEMENT

The Hospital, during the term of this Agreement, shall provide the Nurses with the benefits set forth in the Hospital's "Tuition Reimbursement" Policy in effect at the time of the Nurse's entitlement to a "Tuition Reimbursement" benefit in accordance with the terms of the "Tuition Reimbursement" Policy.

A copy of the "Tuition Reimbursement" Policy in effect upon the effective date of this Agreement is set forth as an attachment to this Agreement.

The benefit(s) identified in this Article shall be subject to Article 39 - Benefit Modification.

Article 31

CONTINUING EDUCATION

Section 1: Inservice - The Employer shall continue to provide continuing education opportunities on an in-house basis through the Employer's Department of Education and the respective patient care or service departments. This shall include cross-training to help employees meet new nursing responsibilities within the Hospital. When attendance at a continuing education program is mandatory or the Employer schedules the training during the employee's regular shift, the employee shall be paid his/her regular rate of pay and overtime, if applicable, for all hours spent in the education program.

Section 2: Outservice - In order to promote outside educational opportunities, the Employer shall reimburse employees for reasonable costs of outside seminars, courses or training programs under the following circumstances:

- (a) Reimbursement is subject to staffing needs and prior approval. Requests must be submitted to the employee's supervisor on an approved form at least thirty (30) calendar days in advance of the date requested. The Employer will respond within five (5) work days.
- (b) Such programs must either be germane to the employee's area of clinical assignment or must provide the employee with training to enable him/her to qualify for promotion or transfer into a specialty unit (i.e., OR, ICU, etc.).

(c) No reimbursement will be paid for off-site seminars, courses or training programs which are provided or made available by or through the Employer. Where the individual is seeking certification in his/her area, and the seminars, courses, or training programs offered by the Employer do not offer an equivalent number of CEU's, an employee's request for off-site seminars, courses or training programs may be reimbursed, subject to staffing needs.

(d) Reimbursement within the meaning of this section shall be limited to registration fees, travel, meal expenses and rooming expenses, up to a per diem maximum of \$125, and payment for lost time up to eight (8) hours per year at the employee's regular hourly rate. All such costs shall be included within the collective annual cap set forth in subsection "e" below.

(e) In no event shall the Employer be required to reimburse employees for seminars, courses or training programs where the collective cost of reimbursement would exceed the annual budget of \$60,000 for bargaining unit positions.

Section 3: **Employer Mandated** - In those cases in which the Employer mandates attendance at an off-site seminar, course or training program and that seminar, course or program is not provided or made available by or through the Employer, the Employer shall pay the employee for all training and travel time up to a maximum equal to their normal work day.

Section 4: For the purposes of this Article, no seminar, course or training program shall be deemed "mandatory" simply because it is mandated by governmental authorities or professional associations in order to hold a registered nurse position or a specialized position (i.e., OR, ICU, etc.).

Article 32

MISCELLANEOUS BENEFITS

Section 1 - Certification/Recertification

(a) Full-time and regular part-time (benefits eligible) employees shall be reimbursed for the cost of certification and recertification tests, upon proof of successful completion. Reimbursement shall be limited to certification in one (1) area. To qualify for such reimbursement, the employee must be qualified to take the test, certification must be germane to the employee's assignment and must be on the list set forth in Appendix B. Employees shall not be reimbursed for lost time or any other expenses in connection with the test. Where recertification does not require a test, the Employer will reimburse the cost of recertification when achieved by other means.

However, this does not mean that the underlying CEUs will be reimbursed except as provided in Article 31, Continuing Education.

(b) Any perioperative registered nurse first assistant that specializes as a registered nurse first assistant on the open heart program for the purposes of saphenous vein graft harvesting and first assisting shall receive a pay differential of \$3.00 per hour while performing these duties. The RNFA will be documented in the operating room record under the designated category of “assistant”. The RNFA functions under the job description for the RNFA and adheres to the policies of the Nursing Department and the Surgical Services Department.

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

Section 3 - Long Distance Transport Meal Account - For long distance transport (more than 50 miles one way), the Employer will reimburse up to \$10 per trip for meals, upon submission of receipts.

Article 33

HEALTH INSURANCE

Section 1 - Effective through the term of this Agreement, the Employer shall provide Medical Benefits to Employees, a copy of the Summary of Benefits of this Plan is attached as Exhibit 1. Employees are offered three (3) levels of benefit: CHS-Affiliated Facility, In-Network and Out-of-Network. If a service is available at a CHS-Affiliated Facility and an employee chooses to obtain the services elsewhere, benefits will be paid at out-of-network levels, even if the facility is a Network Provider.

Effective upon ratification and each January 1st of the Duration of this Agreement thereafter, the Employer shall have the exclusive right to modify the Plan subject to the following:

(a) The parties agree that such modifications to the benefits shall not result in an increased cost to any Deductible, inclusive of the annual Out-of-Pocket Maximum on the attached Summary of Benefits by greater than fifteen percent (15%), and to any Co-payment by greater than ten dollars (\$10.00).

(b) In the event the Hospital determines to terminate and/or modify the Medical insurance plan by virtue of which the benefits are provided to the Employees covered by this Agreement,

including but not limited to, or the identity of the insurance provider, the Hospital agrees that, in the event any such Plan Change involves the termination of a plan, the termination would be undertaken in order to, by way of example only, facilitate or maintain compliance with applicable law (including without limitation, the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Public Health Safety Act (“PHSA”) and any regulations or other formal guidance issued under the Code, ERISA or the PHSA), or to provide comparable benefits for Employees through a different plan. It is expressly understood and agreed that modifications to these Medical Benefits required by law or promulgated by the applicable insurance carrier(s) shall not require the Hospital to negotiate with the Union regarding such changes.

(c) Contributions for Insurance Premiums – Effective the first full payroll period on or after ratification of this Agreement, (*Note: This date is subject to administrative feasibility of implementation by this date.*) full time Employees shall pay, on a bi-weekly basis through payroll withholding, for the Plan selected by Employee, i.e. Employee Only, Employee and Spouse, Employee and Child(ren) or Family, pursuant to Appendix C of this Agreement. Such Employee payment amounts shall be increased by thirteen percent (13.0%) on ratification and every January 1st thereafter during the Duration of this Agreement. Part time employees shall contribute the amounts as set forth in Appendix D.

Section 2 - In addition to those Medical Benefits specified in Section 1 of this Article 33, Health Insurance, effective through the term of this Agreement, the Employer shall provide additional Medical Benefits options to Employees, a copy of the Summary of Benefits of this Plan is attached as Exhibit 2.

- (a) Contributions for Insurance Premiums – (i) Effective the first full payroll period on or after ratification of this Agreement, (*Note: This date is subject to administrative feasibility of implementation by this date.*) Employees shall pay, on a bi-weekly basis through payroll withholding, for the Plan described in this Article 33, Section 2, benefits selected by Employee, i.e. Employee Only, Employee and Spouse, Employee and Child(ren) or Family, pursuant to Appendix E of this Agreement.
- (b) In the event the Hospital determines during the term of this Agreement to modify any component of the Medical Plan identified in this Section 2 and 2 (a) of Article 33 – Health Insurance, including but not limited to, any modification of the identity of the insurance provider, and such modification is applicable to all individuals covered by the Medical Plan

attached as Exhibit 2, who are employed by the Hospital, such modification shall be automatically applied to the Employees contemporaneously with the other individuals. The parties agree that modifications to the bi-weekly payments identified on Appendix E shall not be increased by greater than fifteen percent (15%) upon January 1 of each year of this Agreement, but shall in no event be increased greater than those paid by all individuals covered by the Medial Plan attached as Exhibit 2.

Section 3 - The Employer reserves the right, in its sole discretion, to provide any or all such benefits, in whole or in part, on a self-insured basis and/or on an insured basis with a carrier(s) of its choice.

Section 4 - Some or all of the benefits noted herein are described in Summary Plan Descriptions and/or actual Plan Documents applicable to the specific benefits. In the event of a conflict by or among this Agreement, any of the Summary Plan Descriptions and/or actual benefit Plan Documents, then the actual Plan Documents primarily, and the Summary Description secondarily, will control.

Section 5 - Prescription Benefits - Prescription benefits shall be determined in accordance with the terms of the medical plan(s).

Section 6 - Pharmaceutical Purchases - Prescription and “over-the-counter” pharmaceuticals shall be made available for purchase to the extent they are provided to non-bargaining unit employees.

Section 7 - Dental Plan – Upon ratification of this Agreement, the Employer shall make available the Dental Plan to regular full- time and regular part-time employees, subject to the provisions of Article 39 of this Agreement.

Section 8 - Vision Plan – Upon ratification of this Agreement, the Employer shall make available the Vision Plan to regular full-time and regular part-time employees, subject to the provisions of Article 39 of this Agreement.

Section 9 - Per diem employees shall continue to be provided the Affordable Care Act (ACA) PRN Medical Plan benefit, in accordance with the Affordable Care Act (ACA) and/or any other applicable law.

Section 10 - In the event the Hospital determines to implement a spousal surcharge and/or a tobacco surcharge to its medical plan for non-represented employees, such modification(s) shall be automatically applied to the Employees enrolled in medical plans under this Article 33 contemporaneously with the other individuals. A spousal surcharge implemented pursuant to this

section shall be limited to no more than 40% of the yearly employee premium cost of the “Employee plus Spouse” rate for the Medical High Plan.

Article 34

FLEXIBLE SPENDING ACCOUNTS

The Employer shall continue to make available flexible spending accounts through which employees may pay eligible un-reimbursed medical expenses and dependent care expenses under the terms of the Employer’s plan that may be in effect from time to time. The benefit(s) identified in this Article shall be subject to Article 39 - Benefit Modification.

Article 35

LIFE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Section 1 - Beginning with the first of the month following ninety (90) days of employment, regular full-time and regular part-time (benefits eligible) employees shall receive fully paid group life insurance coverage in the amount of two times the employee’s annual base salary.

Section 2 - Regular full-time and regular part-time (benefits eligible) employees may purchase supplemental life insurance coverage under the terms of the current or comparable alternate plan selected by the Employer.

Section 3 - Beginning with the first of the month following ninety (90) days of employment, regular full-time and regular part-time (benefits eligible) employees shall receive fully paid-for accidental death and dismemberment insurance coverage under the terms of the existing or a comparable plan.

The benefit(s) identified in this Article shall be subject to Article 39 - Benefit Modification.

Article 36
SHORT TERM & LONG TERM DISABILITY INSURANCE

Benefits eligible employees may purchase short term disability coverage which provides sixty percent (60%) of base salary. Benefits for certified disabilities begin after a fourteen (14) day waiting period and may pay up to eleven (11) weeks of a disability.

All benefits eligible employees will be covered under the employers group LTD Plan which provides sixty percent (60%) of base salary if disabled (maximum monthly benefit of \$5,000.00).

The benefit(s) identified in this Article shall be subject to Article 39 - Benefit Modification.

Article 37
BUSINESS ACCIDENT TRAVEL COVERAGE

The Hospital, during the term of this Agreement, shall provide the Nurses with the benefits set forth in the Hospital's "Business Accident Travel" Policy in effect at the time of a Nurse's entitlement to a "Business Accident Travel" benefit in accordance with the terms of the "Business Accident Travel" Policy.

A copy of the "Business Accident Travel" Policy in effect upon the effective date of this Agreement is set forth as an attachment to this Agreement.

The benefit(s) identified in this Article shall be subject to Article 39 - Benefit Modification.

Article 38
ADOPTION ASSISTANCE PLAN

The Hospital, during the term of this Agreement, shall provide the Nurses with the benefits set forth in the Hospital's "Adoption Assistance" Policy in effect at the time of a Nurse's entitlement to an "Adoption Assistance" benefit in accordance with the terms of the "Adoption Assistance" Policy.

A copy of the "Adoption Assistance" Policy in effect upon the effective date of this Agreement is set forth as an attachment to this Agreement.

The benefit(s) identified in this Article shall be subject to Article 39 - Benefit Modification.

Article 39
BENEFIT MODIFICATION

The terms of the following benefit plans shall be provided to the Employees covered by this Agreement in the same manner and upon the same terms as the Employer provides such benefit plans to its' non-represented employees:

- a. Dental
- b. Vision
- c. Flexible Spending Account
- d. Life Insurance
- e. Accidental Death And Dismemberment Insurance
- f. Long Term Disability
- g. Short Term Disability
- h. Educational Assistance/Tuition Reimbursement
- i. Adoption Assistance
- j. Employee Assistance Program
- k. Business Accident Travel Insurance
- l. Student loans, including such loan forgiveness and/or loan repayment programs

Should the Employer. In its sole discretion, determine to modify or eliminate any of these plans, it shall, prior to finalizing its decision(s) invite the Union in writing to meet and discuss the Employer's determination(s), and to offer the Union's input. All discussions with the Union must be concluded within fourteen (14) consecutive calendar days from the date the Union receives the Employer's invitation to meet. Thereafter, the Employer may make its final determination(s). Any such final determination(s) by the Employer shall be in the sole discretion of the Employer. The Union, on behalf of the Employees covered by this Agreement, acknowledges that such decisions are not subject to the Grievance Procedure Article (Article 12) and Arbitration Article (Article 13) of this Agreement.

Article 40
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employees shall receive employee assistance benefits under the terms of the existing or a comparable plan. The benefit(s) identified in this Article shall be subject to Article 39 - Benefit Modification.

Article 41
RETIREMENT

The represented employees shall begin to participate in the CHS/Community Health Systems, Inc. Standard 401(k) Plan (the “CHS Standard Plan”), as in effect at the time of this Agreement, for the term of this Agreement, subject to any amendments of the CHS Standard Plan necessary to apply the following provisions to the represented employees:

- (a) Eligibility Requirements: 6 months of service and the attainment of age 21, except for any represented employees with less than 6 months of service who already participate in the CHS/Community Health Systems, Inc. 401(k) Plan (the “CHS 401(k) Plan”), who shall immediately be allowed to participate in the CHS Standard Plan;
- (b) Employer Contributions: Annual matching contributions equal to 100% of first 1% of each represented employee’s salary contributed to the CHS Standard Plan as salary deferrals, plus 50% of next 5% of the represented employee’s salary contributed in such manner; and
- (c) Vesting: Five-Year graded vesting (20%, 40%, 60%, 80%, 100%) applicable to all Employer Contributions.

The represented employees shall begin to participate in the CHS Standard Plan on such terms as soon as administratively feasible after the date of this Agreement. Thereafter, all the benefits, inclusive of all credited service, of the represented employees in the CHS 401(k) Plan shall be liquidated and transferred, in cash, to the CHS Standard Plan in a plan-to-plan transfer, to be

invested in the investment options available under the CHS Standard Plan.

In the event the Hospital or an affiliate determines during the term of this Agreement to terminate and/or modify the CHS Standard Plan for general administrative purposes, including but not limited to regulatory compliance or benefit and such termination and/or modification is applicable to all individuals employed by the Hospital who are covered by the plan(s) subject to the termination and/or modification, as the case may be (the “other individuals”), such termination and/or modification shall be automatically applied to the represented employees contemporaneously with the other individuals.

The Hospital agrees that, in the event any such change in the CHS Standard Plan involves the termination of such plan, the termination would be undertaken in order to, by way of example only, facilitate or maintain compliance with applicable law [including without limitation, the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Public Health Safety Act (“PHSA”) and any regulations or other formal guidance issued under the Code, ERISA or the PHSA], or to provide comparable benefits for employees and other individuals through a different plan.

Article 42

PRIVATE ROOM ALLOWANCE

Beginning with the first of the month immediately following ninety (90) days of employment, regular full-time and regular part-time (benefits eligible) employees shall be entitled to an upgrade to a private from a semi-private room (subject to request and availability) if the employee is hospitalized at Wilkes-Barre General Hospital.

Article 43
LIBRARY SERVICES

Campus library services shall be provided during regular library hours. Employees shall pay the regular charge for searches, photocopying and other library services for which a charge is imposed.

Article 44
LABOR-MANAGEMENT COMMITTEE

In order to promote labor-management relations, the parties agree to establish a joint labor-management committee comprised of one Union representative and six (6) bargaining unit employees designated by the Union and up to seven (7) management-designated representatives, who have direct knowledge of the topic(s) on the agenda. Each party shall submit to the other party a written agenda no less than ten (10) calendar days in advance of any regularly scheduled committee meeting. The committee shall meet no less than quarterly during the course of the agreement at a mutually agreed upon time and place to discuss issues of concern to either party. The parties may also mutually agree to schedule "unit council" meetings on an ad hoc basis to discuss RN-specific issues relating to the unit and its operations. The labor-management committee and any unit council shall have no authority to circumvent the grievance process or modify the terms of the collective bargaining agreement.

Article 45
SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The parties' authorized bargaining representatives may, by mutual written agreement, subsequently enter into a supplemental agreement. Such agreement must be in writing, executed by the parties.

Article 46

EFFECT OF CONTRACT

Section 1 - This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties, and the Employer shall not be bound by anything not expressed in writing herein and may, from time to time, modify any policy or past practice not set forth herein. Such modification shall not give rise to a bargaining obligation.

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

Article 47

SEPARABILITY AND SAVINGS

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

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the

purpose of negotiating with respect to the matter covered by the provisions which may have been so declared invalid or void.

Article 48
DURATION

This Agreement shall be in full force and effect for the following term commencing on March 7, 2022, and terminating at 11:59 p.m. on February 28, 2025.

WILKES-BARRE
HOSPITAL COMPANY, LLC.

WYOMING VALLEY NURSES
ASSOCIATION/PASNAP

Date

Date

APPENDICES

Appendix A
Wages (Article 25)

During the term of this Agreement, the initial wage scale and subsequent applicable increases to same for bargaining unit RN's shall be in accordance with the following:

		ACUTE CARE		
		March 2022	February 2023	February 2024
0-2		\$35.61	\$36.68	\$37.78
3-4		\$36.85	\$37.96	\$39.10
5-9		\$38.00	\$39.14	\$40.31
10-14		\$39.87	\$41.07	\$42.30
15-19		\$41.12	\$42.36	\$43.63
20-24		\$41.72	\$42.98	\$44.27
25-29		\$43.09	\$44.39	\$45.72
30+		\$44.09	\$45.42	\$46.78

	PRN		
	March 2022	February 2023	February 2024
0-4	\$39.77	\$40.96	\$42.19
5-9	\$40.62	\$41.84	\$43.09
10+	\$41.41	\$42.65	\$43.93

Appendix B
NURSE CERTIFICATIONS

American Association of Critical Case Nurses
Board of Certification for Emergency Nursing
Enterosotomal Therapy Nursing Certification Board
Board of Nephrology Examiners (Hemodialysis)
Certification Board of Infection Control
National Intravenous Therapy Association
American Board of Neuroscience Nursing
Oncology Nursing Certification Corporation
National Certification Board for Perioperative Nursing, Inc.
Association of Rehabilitation Nurses
American Board of Urologic Allied Health Professionals, Inc.
American Association of Diabetes Education
NAACOG - OB/Gyn Nurse Practitioner
Certified Professional in Quality Assurance
Certified Health Education Specialist
Addictions Nurse Certification
American Nurses Association
National Certifying Board of Pediatric Nurse Practitioners and Nurses
Certifying Board of Gastroenterology Nurses and Associates
Trauma Certified Registered Nurse Certification

Appendix C
HEALTH INSURANCE BI-WEEKLY CONTRIBUTION LEVELS
FULL TIME EMPLOYEES FOR EXHIBIT 1

	Individual	Husband and Wife	Parent and Child(ren)	Family
Effective January 1, 2023	\$158.08	\$366.00	\$283.99	\$467.91
Effective January 1, 2024	\$178.63	\$413.58	\$320.91	\$528.74
Effective January 1, 2025	\$201.85	\$467.35	\$362.63	\$597.48

Appendix D
HEALTH INSURANCE CONTRIBUTION LEVELS
PART-TIME EMPLOYEES FOR EXHIBIT 1

Regardless of the product chosen, the Employer shall pay:

70% of the premium for .8 FTE (over last calendar year (January - January))*

60% of the premium for .6 FTE (over last calendar year (January - January))

50% of the premium for .5 FTE (over last calendar year (January - January))

Such percentage shall be applied to the cost of premiums in the base plan. The base plan shall be defined as the plan with the lowest premium for family coverage. Such employees shall be responsible for paying the additional cost of premiums over and above the Employer contribution. Furthermore, such percentages shall be applied to any premium increases or decreases imposed by the carrier.

* .8, .6 and .5 FTE shall be calculated based upon the regular part-time employee's total 'paid hours' in the prior Calendar Year, excluding paid unscheduled benefit time and on-call ("beeper") hours; provided, however, that if a regular part-time employee who is on-call is called in, and thus reports in and works pursuant to that call, the hours he/she actually works pursuant to that call-in shall be included as 'paid hours'

EXHIBIT 1

2022 MEDICAL BENEFITS UNDER CHS GROUP HEALTH PLAN			
Deductible Must be satisfied once per calendar year; does not include Copayments, penalties, charges in excess of Maximum Allowable Charges or Usual, Reasonable and Customary Charges, and non-Covered Charges.	None - In-Network \$1,435 per Covered Person/ \$2,870 per Family - Out-of-Network		
Out-of-Pocket Maximum Must be satisfied once per calendar year; includes medical and pharmacy Deductibles, medical Co-insurance, medical and pharmacy Co-payments, but does NOT include penalties, charges in excess of Maximum Allowable Charges or Usual, Reasonable and Customary Charges, and non-Covered Charges.	\$4,600 per Covered Person / \$9,200 per family per year - In-Network \$9,200 per Covered Person / \$18,400 per family per year - Out-of-Network		
Lifetime Plan Maximum	Unlimited		
Hospital Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers
	\$400 Copay	\$1,200 Copay	70% after deductible
Outpatient Surgery	\$200 Copay	\$500 Copay	70% after deductible
Behavioral Health/Substance Abuse	\$400 Copay	\$1,200 Copay	70% after deductible
Hospital Emergency Room	\$150 Copayment (Copayment waived if admitted)		
Urgent Care Benefit (Physician/Facility/Diagnostic Services)	Covered Charges are determined by the bill submitted by Provider/Facility, subject to Plan limitations		
Weight Loss Surgery (\$25,000 Lifetime Maximum Benefit)	\$2,000 Copay	\$2,000 Copay	Not covered
Outpatient X-Ray/Radiology	\$100 Copay	\$250 Copay	70% after deductible
Outpatient Laboratory/Pathology	100%	100%	70% after deductible
Physician Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers
Office Visits		\$40 Copay - Primary \$60 Copay - Specialist	70% after deductible
Inpatient Visits/ER Visits		100%	70% after deductible
Surgery - Physician		100% after facility Copay	70% after deductible
Chiropractic Care (limited to 20 visits/year)		\$60 Copay	70% after deductible
Behavioral Health/Substance Abuse Outpatient Visits	\$60 Copay	\$60 Copay	70% after deductible
Wellness Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers
Preventive Services for Adults and Children		100%	70% after deductible
Pediatric Immunizations		100%	70% after deductible
Other Covered Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers
Skilled Nursing Facility / Rehab	\$100 Copay	\$250 Copay	70% after deductible
Home Health Care	\$50 Copay	\$100 Copay	70% after deductible
Outpatient Diabetic Education	\$50 Copay	\$100 Copay	Not covered
Hospice Care	\$50 Copay	\$100 Copay	70% after deductible
Durable Medical Equipment and Prosthetics		\$100 Copay	70% after deductible
Ambulance (Emergent or Non-emergent)		\$100 Copay	70% after deductible
Anesthesia		100%	70% after deductible
Blood	100%	100%	70% after deductible
Outpatient Therapy Services (Limitations: Speech , Occupational, Physical and Respiratory - unlimited based upon Medical Necessity; Cardiac - 36 visits per cal. year; Pulmonary - 12 visits per cal. year and Orthoptic/Pleoptic - 8 sessions per lifetime)	\$40 Copay	\$40 Copay	70% after deductible
Respiratory Therapy	\$50 Copay	\$100 Copay	70% after deductible
Prescription Drugs	Network Pharmacies		
	Deductible	\$250	
	Copays	Retail	Mail
	Generic	\$20	\$40
	Preferred Brand	\$45	\$90
	Non-Preferred Brand	\$75	\$150

Recertification Penalty - Failure to obtain recertification will result in a \$1,000 penalty for failure to pre-authorize inpatient services or treatment, and a 20% reduction in benefits for failure to pre-authorize outpatient services or treatment

Independence PASNAP Union Plan (P7) Wilkes-Barre

Coverage for: FAMILY | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, at www.ibx.com/LGBooklet or by calling 1-800-ASK-BLUE (TTY:711). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-800-ASK-BLUE (TTY:711) to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For In-network Provider \$0 person / \$0 family, for Out-of-network Provider \$1,250 person / \$2,500 family.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$200 for prescription drug coverage. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-network Provider \$3,495 person / \$6,990 family, for Out-of-network Provider \$6,990 person / \$13,980 family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.ibx.com/find_a_provider or call 1-800-ASK-BLUE (TTY:711) for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

 All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		CHS Hospitals	an In-Network Provider	an Out-Of-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Not Applicable	\$30 Copayment (copay) /visit	30% coinsurance after deductible	None
	Specialist visit	Not Applicable	\$60 copay /visit	30% coinsurance after deductible	None
	Preventive care/screening/immunization	Not Applicable	No Charge	30% coinsurance after deductible	Age and frequency schedules may apply. You may have to pay for services that aren't preventive . Ask your provider if the services needed are preventive . Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	\$100 copay /test(X-Ray)/No Charge(Blood Work)	\$250 copay /test(X-Ray)/No Charge(Blood Work)	30% coinsurance after deductible	None
	Imaging (CT/PET scans, MRIs)	\$100 copay /test	\$250 copay /test	30% coinsurance after deductible	Pre-certification required for certain services. *See section General Information. 20% reduction in benefits for failure to pre-cert out-of-network or BlueCard services.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.tbh.com/preapproval	Generic drugs	Not Covered	\$20 copay /prescription fill (1-30 days supply/Retail & Mail); \$40 copay /prescription fill (31-90 day supply/Mail)	70%	Prior authorization age and quantity limits for some drugs; days supply limits on retail & mail order. Self-administered specialty drugs under pharmacy benefit limited to 30 days supply and may require use of preferred specialty pharmacy. *See section(s) prescription drug.
	Preferred brand	Not Covered	\$40 copay /prescription fill (1-30 day supply/Retail & Mail); \$80 copay /prescription fill (31-90/Mail)	70%	Prior authorization age and quantity limits for some drugs; days supply limits on retail & mail order. Self-administered specialty drugs under pharmacy benefit limited to 30 days supply and may require use of preferred specialty pharmacy. *See section(s) prescription drug.
	Non-preferred drugs	Not Covered	\$60 copay /prescription fill (1-30 day supply/Retail & Mail); \$120 copay /prescription fill (31-90/Mail)	70%	Prior authorization age and quantity limits for some drugs; day supply limits on retail & mail order. Self-administered specialty drugs under pharmacy benefit limited to 30 days supply and may require use of preferred specialty pharmacy. *See section(s) prescription drug.

*For more information about limitations and exceptions, see [plan](#) or policy document at www.tbh.com/LGBooklet

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		CHS Hospitals	an In-Network Provider	an Out-Of-Network Provider	
	Specialty drugs	N/A	Office copay may apply	30% coinsurance after deductible	This cost share amount is for specialty injectable or infusion therapy drugs covered by the medical benefit. These drugs are typically administered by a health care professional in an office or outpatient facility. Self administered specialty drugs follow the applicable retail prescription cost-share under the FutureScripts Specialty Pharmacy Program. Prior-authorization required. *See section Outpatient Services.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$200 copay /visit	\$500 copay /visit	30% coinsurance after deductible	Pre-certification required. *See section General Information. 20% reduction in benefits for failure to pre-authorize out-of-network outpatient services or treatments.
	Physician/surgeon fees	Not Applicable	No Charge	30% coinsurance after deductible	Pre-certification required. *See section General Information. 20% reduction in benefits for failure to pre-authorize out-of-network outpatient services or treatments.
If you need immediate medical attention	Emergency room care	\$150 copay /visit	\$150 copay /visit	Covered at in-network level	Copayment waived if admitted.
	Emergency medical transportation	Not Applicable	\$100 copay /transport	Covered at in-network level	None
	Urgent Care	See Limitations & Exceptions	See Limitations & Exceptions	See Limitations & Exceptions	Actual coverage is determined by the bill submitted by provider/facility.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$400 copay , per admission	\$1,200 copay , per admission	30% coinsurance after deductible	Pre-certification required. \$1,000 member penalty for failure to pre-authorize inpatient services or treatment for out-of-network care.
	Physician/surgeon fees	Not Applicable	No Charge	30% coinsurance after deductible	Pre-certification required. \$1,000 member penalty for failure to pre-authorize inpatient services or treatment for out-of-network care.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$60 copay /visit	\$60 copay /visit	30% coinsurance after deductible	Pre-certification required. 20% reduction in benefits for failure to pre-authorize out-of-network outpatient services or treatments.
	Inpatient services	\$400 copay , per admission	\$1,200 copay , per admission	30% coinsurance after deductible	Pre-certification required. \$1,000 member penalty for failure to pre-authorize inpatient services or treatment for out-of-network care.

*For more information about limitations and exceptions, see [plan](#) or policy document at www.ibx.com/LGBooklet 10/20/22

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		CHS Hospitals	an In-Network Provider	an Out-Of-Network Provider	
If you need help recovering or have other special health needs					OB visit only. Depending on the type of services, a copayment or coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Pre-notification requested for maternity care.
	Childbirth/delivery professional services	Not Applicable	No Charge	30% coinsurance after deductible	Office visit cost share applies to the first OB visit only. Depending on the type of services, a copayment or coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Pre-notification requested for maternity care.
	Childbirth/delivery facility services	\$400 copay , per admission	\$1,200 copay , per admission	30% coinsurance after deductible	Office visit cost share applies to the first OB visit only. Depending on the type of services, a copayment or coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Pre-notification requested for maternity care.
	Home health care	\$50 copay /visit	\$100 copay /visit	30% coinsurance after deductible	Pre-certification required. 20% reduction in benefits for failure to pre-authorize out-of-network outpatient services or treatments.
	Rehabilitation services	\$30 copay /visit	\$30 copay /visit	30% coinsurance after deductible	Pre-certification required. 20% reduction in benefits for failure to pre-authorize out-of-network outpatient services or treatments.
	Habilitation services	\$30 copay /visit	\$30 copay /visit	30% coinsurance after deductible	Pre-certification required. 20% reduction in benefits for failure to pre-authorize out-of-network outpatient services or treatments.
	Skilled nursing care	\$100 copay , per admission	\$250 copay , per admission	30% coinsurance after deductible	Pre-certification required. \$1,000 member penalty for failure to pre-authorize inpatient services or treatment for out-of-network care.
	Durable medical equipment	\$50 copay /visit	\$100 copay /visit	30% coinsurance after deductible	Pre-certification required. 20% reduction in benefits for failure to pre-authorize out-of-network outpatient services or treatments.
	Hospice services	\$50 copay /visit	\$100 copay /visit	30% coinsurance after deductible	Pre-certification required. \$1,000 member penalty for failure to pre-authorize inpatient services or treatment for out-of-network care.
	Children's eye exam	Not Covered	Not Covered	Not Covered	None

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		CHS Hospitals	an In-Network Provider	an Out-Of-Network Provider	
dental or eye care	Children's glasses	Not Covered	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
<ul style="list-style-type: none"> Hearing aids Routine Eye care (adult) 	<ul style="list-style-type: none"> Cosmetic Surgery Infertility treatment Routine foot care Dental care (adult) Long-term care Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> Bariatric Surgery Private-duty nursing 	<ul style="list-style-type: none"> Chiropractic Care Non-emergency care when traveling outside the U.S. See www.bcbglobalcare.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your [coverage](#) after it ends. To contact the [plan](#) at 1-800-ASK-BLUE (TTY:711) or the contact information for those agencies is: For group health [coverage](#) subject to ERISA, contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; For non-federal governmental group health [plans](#), contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565 or www.cms.gov. Church [plans](#) are not covered by the Federal COBRA continuation [coverage](#) rules. If the [coverage](#) is insured, you should contact your State Insurance regulator regarding possible rights to continuation [coverage](#) under State law. Other [coverage](#) options may be available to you too, including buying individual insurance [coverage](#) through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Pennsylvania Insurance Department - 1-877-881-6388 - <http://www.insurance.pa.gov/Consumers>.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health [coverage](#) for that month.

_____To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these [coverage](#) examples are based on self-only [coverage](#).

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's overall deductible](#) \$0
- [Specialist copayment](#) \$0
- Hospital (facility) [copayment](#) \$400
- Other [coinsurance](#)

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The [plan's overall deductible](#) \$0
- [Specialist copayment](#) \$0
- Hospital (facility) [copayment](#) \$400
- Other [coinsurance](#)

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The [plan's overall deductible](#) \$0
- [Specialist copayment](#) \$0
- Hospital (facility) [copayment](#) \$400
- Other [coinsurance](#)

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost \$12,800

In this example, Peg would pay:

Cost Sharing

Deductibles*	\$0
Copayments	\$500
Coinsurance	\$0
Limits or exclusions	\$2,600
The total Peg would pay is	\$3,100

What isn't covered

	\$2,600
The total Peg would pay is	\$3,100

Total Example Cost \$7,400

In this example, Joe would pay:

Cost Sharing

Deductibles*	\$0
Copayments	\$1,900
Coinsurance	\$0
Limits or exclusions	\$1,000
The total Joe would pay is	\$2,900

What isn't covered

	\$1,000
The total Joe would pay is	\$2,900

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing

Deductibles*	\$0
Copayments	\$200
Coinsurance	\$0
Limits or exclusions	\$900
The total Mia would pay is	\$1,100

What isn't covered

	\$900
The total Mia would pay is	\$1,100

Note: These numbers assume the patient does not participate in the [plan's](#) wellness program. If you participate in the [plan's](#) wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-800-ASK-BLUE (TTY:711)

*Note: This [plan](#) has other [deductibles](#) for specific services included in this [coverage](#) example. See "Are there other [deductibles](#) for specific services?" row above.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Appendix E
HEALTH INSURANCE BI-WEEKLY CONTRIBUTION LEVELS
FOR EXHIBIT 2

FULL TIME EMPLOYEES

32+ HOURS/WEEK

2022	Individual	Husband and Wife	Parent and Child(ren)	Family
High Plan	\$53.25	\$115.75	\$92.60	\$129.64
Low Plan	\$39.36	\$87.97	\$68.29	\$114.59

PART TIME EMPLOYEES
20-31 HOURS/WEEK

2022	Individual	Husband and Wife	Parent and Child(ren)	Family
High Plan	\$170.16	\$364.62	\$318.32	\$474.58
Low Plan	\$145.85	\$326.42	\$260.44	\$416.71

EXHIBIT 2


2022 MEDICAL BENEFITS UNDER CHS GROUP HEALTH PLAN																											
HIGHLOW																											
Deductible Must be satisfied once per calendar year; does not include Copayments, penalties, charges in excess of Maximum Allowable Charges or Usual, Reasonable and Customary Charges, and non-Covered Charges.	\$600 per Individual/ \$1,200 per Family - Network \$1,255 per Individual/ \$2,510 per Family - Non-Network			\$900 per Individual/ \$1,800 per Family - Network or Non-Network																							
Out-of-Pocket Maximum Must be satisfied once per calendar year; does not include Deductibles, Copayments, penalties, charges in excess of Maximum Allowable Charges or Usual, Reasonable and Customary Charges, and non-Covered Charges.	\$3,010 per person/ \$6,020 per Family - Network \$6,525 per person / \$13,050 per Family - Non-Network			\$6,025 per person/ \$12,050 per family - Network \$15,450 per person/ \$30,900 per family - Non-Network																							
Annual Plan Maximum	Unlimited (excluding Weight Loss Surgery)			Unlimited (excluding Weight Loss Surgery)																							
Lifetime Plan Maximum	Unlimited			Unlimited																							
Hospital Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers																					
Inpatient	90%	90% after deductible	70% after deductible	80%	80% after Deductible	50% after deductible																					
Outpatient Surgery	90%	90% after \$300 copay	70% after deductible	80%	80% after Deductible	50% after deductible																					
Behavioral Health /Substance Abuse	90%	90% after deductible	70% after deductible	80%	80% after Deductible	50% after deductible																					
Hospital Emergency Room	\$115 Copayment* (Copayment waived if admitted)			\$115 Copayment* (Copayment waived if admitted)																							
Urgent Care Benefit (Physician/Facility/Diagnostic Services)	Covered Charges are determined by the bill submitted by Provider/Facility, subject to Plan limitations			Covered Charges are determined by the bill submitted by Provider/Facility, subject to Plan limitations																							
Weight Loss Surgery (\$25,000 Lifetime Maximum Benefit)	90%	90% after deductible	None	80%	80% after Deductible	None																					
Outpatient Diagnostic Services (X-Ray & Lab)	90% Lab - 100%	90% after deductible Lab - 100%	70% after deductible	80% Lab - 100%	80% after deductible Lab - 100%	50% after deductible																					
Precertification Penalty	Failure to obtain precertification will result in denial of claims			Failure to obtain precertification will result in denial of claims																							
Physician Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers																					
Office Visits Includes consultations, allergy shots, lab and x-ray services and special diagnostic testing performed in the physician's office and billed by the physician for services performed the day of the visit. Copayments for allergy shots will apply when an office visit is charged.		\$35 copay - Primary \$45 copay - Specialist	70% after deductible		\$35 copay - Primary \$45 copay - Specialist	50% after deductible																					
Surgery/Inpatient/ER Visits		90% after deductible	70% after deductible		80% after Deductible	50% after deductible																					
Behavioral Health/Substance Abuse Outpatient visits		\$35 Copay 90% after Deductible	70% after deductible		\$35 Copay 80% after Deductible	50% after deductible																					
Chiropractic Care (limited to 20 visits/year)		\$45 Copay	70% after deductible		\$45 Copay	50% after deductible																					
Wellness Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers																					
Preventive Services (includes lab and professional fees) Annual physical exams, mammographies, pap tests, PSAs ¹ routine immunizations, Well Child Care, routine colonoscopy ² .		\$35 copayment	70% after deductible		\$35 copayment	50% after deductible																					
Other Covered Services	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers	CHS-Affiliated Hospitals	Network Providers	Non-Network Providers																					
Skilled Nursing Facility /Rehab	90%	90% after deductible	70% after deductible	80%	80% after Deductible	50% after deductible																					
Skilled Nursing Facility /Rehab (limited to 120 days per cal. year)				80%	80% after Deductible	50% after deductible																					
Home Health Care	90%	90% after deductible	70% after deductible	80%	80% after Deductible	50% after deductible																					
Hospice Care	90%	90% after deductible	70% after deductible	80%	80% after Deductible	50% after deductible																					
Durable Medical Equipment and Prosthetics		90% after deductible	70% after deductible		80% after Deductible	50% after deductible																					
Outpatient Therapy Services (Limitations: Speech , Occupational, Physical and Respiratory - unlimited based upon Medical Necessity; Cardiac - 36 visits per cal. year; Pulmonary - 12 visits per cal. year and Orthoptic/Pleoptic - 8 sessions per lifetime)	90%	\$35 copayment	70% after deductible	80%	\$35 copayment	50% after deductible																					
Chemotherapy, Radiation Therapy and Dialysis	90%	90% after deductible	70% after deductible	80%	80% after Deductible	50% after deductible																					
Other covered services and supplies	N/A	90% after deductible	70% after deductible	N/A	80% after Deductible	50% after deductible																					
Prescription Drugs	<table><tr><th colspan="3">Network Pharmacies</th></tr><tr><th>Deductible</th><th colspan="2">\$150 per Individual / \$450 per Family</th></tr><tr><th>Copays</th><th>Retail</th><th>Mail</th></tr><tr><td>Generic</td><td>\$20</td><td>\$40</td></tr><tr><td>Preferred Brand</td><td>\$45</td><td>\$90</td></tr><tr><td>Non-Preferred Brand</td><td>\$65</td><td>\$130</td></tr><tr><td>Specialty</td><td colspan="2">\$95 per 30-day supply</td></tr></table>						Network Pharmacies			Deductible	\$150 per Individual / \$450 per Family		Copays	Retail	Mail	Generic	\$20	\$40	Preferred Brand	\$45	\$90	Non-Preferred Brand	\$65	\$130	Specialty	\$95 per 30-day supply	
Network Pharmacies																											
Deductible	\$150 per Individual / \$450 per Family																										
Copays	Retail	Mail																									
Generic	\$20	\$40																									
Preferred Brand	\$45	\$90																									
Non-Preferred Brand	\$65	\$130																									
Specialty	\$95 per 30-day supply																										

¹ One (1) test every calendar year, beginning at age 50 | ² One test every ten (10) calendar years, beginning at age 50

Services billed by a CHS-Affiliated Hospital and covered by the Plan are not subject to the Deductible. Coinsurance will be written off by the CHS-Affiliated Hospital business office. However, the write-off does not include or apply to any emergency room Copayment, Prescription Drugs, Pharmacy or Physician charges, or any charges at joint-venture facilities. All percentages listed are percentages of Covered Charges. This document is limited by and subject to the terms of the Community Health Systems Group Health Plan.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services IBC: High Medical Plan (P5-18)

Coverage Period: 01/01/2019–12/31/2019
Coverage for: Individual or Family | Plan Type: PPO

<p> The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please visit www.ibx.com or call 1-800-ASK-BLUE. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.HealthCare.gov/sbc-glossary/ or call 1-800-ASK-BLUE to request a copy.</p>		
Important Questions	Answers	Why This Matters:
What is the overall deductible?	CHS Tier: None \$553 person/\$1,106 family in-network; \$1,025 person/\$2,050 family out-of-network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Deductible doesn't apply to preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. Prescription Drug: \$135 individual/ \$405 family; there are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	Yes, \$2,765 person/\$5,530 family in network; \$5,550 person/ \$11,100 family out of network	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, deductibles, balance-billed charges, penalties, copayments and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.ibx.com or call 1-800-ASK-BLUE for a list of in-network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Questions: Call 1-800-ASK-BLUE or visit us at www.ibx.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cciio.cms.gov or www.dol.gov/ebsa/healthreform or call 1-800-ASK-BLUE to request a copy.

Important Questions	Answers	Why This Matters:
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	N/A	\$35 copay/visit	30% coinsurance after deductible	None
	Specialist visit	N/A	\$40 copay/visit	30% coinsurance after deductible	Chiropractic limited to 20 visits per calendar year.
	Preventive care/screening/immunization	N/A	\$35 copay/visit	30% coinsurance after deductible	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services you need are preventive. Then check what your <u>plan</u> will pay for.
	Diagnostic test (x-ray, blood work)	10% coinsurance (x-ray)/0% coinsurance (blood work)	10% coinsurance after deductible (x-ray)/0% coinsurance (blood work)	30% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 10% coinsurance. CHS facilities are not subject to deductible.
If you have a test	Imaging (CT/PET scans, MRIs)	10% coinsurance	10% coinsurance after deductible	30% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 10% coinsurance. CHS facilities are not subject to deductible. Prior Authorization required. Your cost share may increase to 100% if not obtained.

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			<u>In-Network Provider</u> (You will pay the least)	<u>Out-of-Network Provider</u> (You will pay the most)	
<p>If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com</p>	Generic drugs	N/A	After deductible Retail: \$20 copay/ prescription Mail Order: \$40 copay/prescription	Not Covered	<p>\$135 individual/\$405 family deductible. Covers up to a 30 day supply at a retail pharmacy and up to a 90 day supply by mail order. No coverage for non-network providers.</p> <p>Specialty drugs are available only as a 30 day supply</p>
	Preferred brand drugs	N/A	After deductible Retail: \$40 copay/ prescription Mail Order: \$80 copay/prescription	Not Covered	
	Non-preferred brand drugs	N/A	After deductible Retail: \$60 copay/ prescription Mail Order: \$120 copay/prescription	Not Covered	
	<u>Specialty drugs</u>	N/A	After deductible: \$80 copay per 30 day supply	Not Covered	
<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	10% <u>coinsurance</u> after \$300 copay	30% <u>coinsurance</u> after deductible	<p>If services are provided at a CHS facility, CHS will write off the 10% coinsurance. CHS facilities are not subject to deductible. Pre-authorization is required or claim will be denied.</p> <p>Prior Authorization required for certain outpatient procedures. Your cost share may increase to 100% if not obtained.</p>
	Physician/surgeon fees	N/A	10% <u>coinsurance</u> after deductible	30% <u>coinsurance</u> after deductible	
	<u>Emergency room care</u>	\$100 <u>copayment</u>	\$100 <u>copayment</u>	\$100 <u>copayment</u>	

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency medical transportation</u>	N/A	10% coinsurance after deductible	10% coinsurance after deductible	None
	<u>Urgent care</u>	See Limitations & Exceptions	See Limitations & Exceptions	See Limitations & Exceptions	Actual coverage is determined by the bill submitted by provider/facility.
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	10% coinsurance after deductible	30% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 10% coinsurance. CHS facilities are not subject to deductible. Pre-authorization is required or claim will be denied.
	Physician/surgeon fees	N/A	10% coinsurance after deductible	30% coinsurance after deductible	Pre-authorization is required or claim will be denied.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Facility: 10% coinsurance Professional: N/A	Facility: 10% coinsurance after deductible. Professional: \$35 copay	Facility and Professional: 30% coinsurance after deductible	Prior Authorization required for electro-convulsive therapy (ECT). Your cost share may increase to 100% if not obtained.
	Inpatient services	10% coinsurance	10% coinsurance after deductible	30% coinsurance after deductible	Prior Authorization required. Your cost share may increase to 100% if not obtained.
If you are pregnant	Office visits	N/A	\$35 copay, 1st visit	30% coinsurance after deductible	None
	Childbirth/delivery professional services	N/A	10% coinsurance after deductible	30% coinsurance after deductible	Pre-authorization is required or claim will be denied.
If you need help recovering or have other	Childbirth/delivery facility services	10% coinsurance	10% coinsurance after deductible	30% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 10% coinsurance. CHS facilities are not subject to deductible. Pre-authorization is required or claim will be denied.
	Home health care	10% coinsurance	10% coinsurance after deductible	30% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 10% coinsurance. CHS facilities are not subject to deductible. Pre-

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
special health needs					authorization is required or claim will be denied.
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	\$35 copay/visit, no deductible	30% <u>coinsurance</u> after deductible	Pre-authorization is required or claim will be denied. If services are provided at a CHS facility, CHS will write off the 10% coinsurance. CHS facilities are not subject to deductible.
	<u>Habilitation services</u>	10% <u>coinsurance</u>	\$35 copay/visit, no deductible	30% <u>coinsurance</u> after deductible	If services are provided at a CHS facility, CHS will write off the 10% coinsurance. If services are provided at a CHS facility, CHS will write off the 10% coinsurance.
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u> after deductible	30% <u>coinsurance</u> after deductible	None.
	<u>Durable medical equipment</u>	N/A	10% <u>coinsurance</u> after deductible	30% <u>coinsurance</u> after deductible	Prior Authorization may be required for certain durable medical equipment. Your cost share may increase to 100% if not obtained.
If your child needs dental or eye care	<u>Hospice services</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u> after deductible	30% <u>coinsurance</u> after deductible	Prior Authorization required for Inpatient Hospice. Your cost share may increase to 100% if not obtained.
	Children's eye exam	Not Covered	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
<ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Children) • Hearing aids for adults 	<ul style="list-style-type: none"> • Infertility treatment • Long-term care • Prescription Drugs (Refer to CVS/Caremark for coverage) • Private-duty nursing • Routine eye care (Adult) • Routine eye care (Children) • Routine foot care for non-diabetics • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care 	<ul style="list-style-type: none"> • Hearing aids for children under 18 • Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your [coverage](#) after it ends. To contact the [plan](#) at 1-800-ASK-BLUE (TTY:711) or the contact information for those agencies is: For group health [coverage](#) subject to ERISA, contact the Department of Labor's Employee Benefits Security Administration at 1866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; For non-federal governmental group health [plans](#), contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565 or www.ccilo.cms.gov. Church [plans](#) are not covered by the Federal COBRA continuation [coverage](#) rules. If the [coverage](#) is insured, you should contact your State Insurance regulator regarding possible rights to continuation [coverage](#) under State law. Other [coverage](#) options may be available to you too, including buying individual insurance [coverage](#) through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Pennsylvania Insurance Department - 1-877-881-6388 - <http://www.insurance.pa.gov/Consumers>.

Does this [plan](#) provide Minimum Essential Coverage? Yes


If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this [plan](#) meet Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services IBC: Low Medical Plan (B5-18)

Coverage Period: 01/01/2019–12/31/2019
Coverage for: Individual or Family | Plan Type: PPO

<p> The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please visit www.ibx.com or call 1-800-ASK-BLUE. For general definitions of common terms, such as <u>allowed amount</u>, <u>balance billing</u>, <u>coinsurance</u>, <u>copayment</u>, <u>deductible</u>, <u>provider</u>, or other <u>underlined</u> terms see the Glossary. You can view the Glossary at www.HealthCare.gov/sbc-glossary/ or call 1-800-ASK-BLUE to request a copy.</p>		
Important Questions	Answers	Why This Matters:
What is the overall deductible?	CHS Tier: None \$830 person/\$1,660 family In-network or Out-of-network	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other <u>family members</u> on the <u>plan</u> , each <u>family member</u> must meet their own individual deductible until the total amount of <u>deductible</u> expenses paid by all <u>family members</u> meets the overall <u>family deductible</u> .
Are there services covered before you meet your deductible?	Yes. Deductible doesn't apply to <u>preventive care</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. Prescription Drug: \$135 individual/ \$405 family; there are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	Yes, \$5,535 person/\$11,070 family in network; \$13,450 person/ \$26,900 family out of network	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other <u>family members</u> in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall <u>family out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Premium, deductibles, balance-billed charges, penalties, copayments and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.ibx.com or call 1-800-ASK-BLUE for a list of <u>in-network providers</u> .	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the plan's network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

Questions: Call 1-888-338-2211 or visit us at www.ibx.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cciio.cms.gov or www.dol.gov/ebsa/healthreform or call 1-800-ASK-BLUE to request a copy.

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	N/A	\$35 copay/visit	50% coinsurance after deductible	None
	Specialist visit	N/A	\$40 copay/visit	50% coinsurance after deductible	Chiropractic limited to 20 visits per calendar year.
	Preventive care/screening/immunization	N/A	\$35 copay/visit	50% coinsurance after deductible	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance (x-ray)/0% coinsurance (blood work)	20% coinsurance after deductible (x-ray)/0% coinsurance (blood work)	50% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 20% coinsurance. CHS facilities are not subject to deductible.
	Imaging (CT/PET scans, MRIs)	20% coinsurance	20% coinsurance after deductible	50% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 20% coinsurance. CHS facilities are not subject to deductible. Prior Authorization required. Your cost share may increase to 100% if not obtained.

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com	Generic drugs	N/A	After deductible Retail: \$20 copay/prescription Mail Order: \$40 copay/prescription	Not Covered	\$135 individual/\$405 family deductible. Covers up to a 30 day supply at a retail pharmacy and up to a 90 day supply by mail order. No coverage for non-network providers.
	Preferred brand drugs	N/A	After deductible Retail: \$40 copay/prescription Mail Order: \$80 copay/prescription	Not Covered	
	Non-preferred brand drugs	N/A	After deductible Retail: \$60 copay/prescription Mail Order: \$120 copay/prescription	Not Covered	
	Specialty drugs	N/A	After deductible: \$80 copay per 30 day supply	Not Covered	Specialty drugs are available only as a 30 day supply
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	20% coinsurance after deductible	50% coinsurance after deductible	If services are provided at a CHS facility, CHS will write off the 20% coinsurance. CHS facilities are not subject to deductible. Pre-authorization is required or claim will be denied.
If you have outpatient surgery	Physician/surgeon fees	N/A	20% coinsurance after deductible	50% coinsurance after deductible	Prior Authorization required for certain outpatient procedures. Your cost share may increase to 100% if not obtained.
	Emergency room care	\$100 copayment	\$100 copayment	\$100 copayment	Copay waived if admitted.

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency medical transportation</u>	N/A	20% <u>coinsurance</u> after deductible	20% <u>coinsurance</u> after deductible	None
	<u>Urgent care</u>	See Limitations & Exceptions	See Limitations & Exceptions	See Limitations & Exceptions	Actual coverage is determined by the bill submitted by provider/facility.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	If services are provided at a CHS facility, CHS will write off the 20% coinsurance. CHS facilities are not subject to deductible. Pre-authorization is required or claim will be denied.
	Physician/surgeon fees	N/A	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible.	Pre-authorization is required or claim will be denied.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Facility: 20% <u>coinsurance</u> Professional: N/A	Facility: 20% <u>coinsurance</u> after deductible. Professional: \$35 copay	Facility and Professional: 50% <u>coinsurance</u> after deductible	Prior Authorization required for electroconvulsive therapy (ECT). Your cost share may increase to 100% if not obtained.
	Inpatient services	20% <u>coinsurance</u>	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	Prior Authorization required. Your cost share may increase to 100% if not obtained.
If you are pregnant	Office visits	N/A	\$35 copay; 1st visit	50% <u>coinsurance</u> after deductible	None
	Childbirth/delivery professional services	N/A	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	Pre-authorization is required or claim will be denied.
If you need help recovering or have other	Childbirth/delivery facility services	20% <u>coinsurance</u>	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	If services are provided at a CHS facility, CHS will write off the 20% coinsurance. CHS facilities are not subject to deductible. Pre-authorization is required or claim will be denied.
	Home health care	20% <u>coinsurance</u>	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	If services are provided at a CHS facility, CHS will write off the 20% coinsurance. CHS facilities are not subject to deductible. Pre-

Common Medical Event	Services You May Need	CHS Hospitals	What You Will Pay		Limitations, Exceptions, & Other Important Information
			In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
special health needs					authorization is required or claim will be denied.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	\$35 copay/visit, no deductible	50% <u>coinsurance</u> after deductible	Coverage limited to 120 day maximum per stay combined with skilled nursing care for inpatient rehabilitation and Pre-authorization is required or claim will be denied. Coverage is limited to 30 days per calendar year for outpatient rehabilitation. If services are provided at a CHS facility, CHS will write off the 20% coinsurance. CHS facilities are not subject to deductible.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	\$35 copay/visit, no deductible	50% <u>coinsurance</u> after deductible	If services are provided at a CHS facility, CHS will write off the 20% coinsurance. Visits per year: Physical & Occupational: 60, Cardiac: 36, Pulmonary: 12, and Speech: 60
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	Skilled Nursing and Rehabilitation Facility limited to 120 days/occurrence.
	<u>Durable medical equipment</u>	N/A	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	Prior Authorization may be required for certain durable medical equipment. Your cost share may increase to 100% if not obtained.
	<u>Hospice services</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u> after deductible	50% <u>coinsurance</u> after deductible	Prior Authorization required for Inpatient Hospice. Your cost share may increase to 100% if not obtained.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
<ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Children) • Hearing aids for adults 	<ul style="list-style-type: none"> • Infertility treatment • Long-term care • Prescription Drugs (Refer to CVS/Caremark for coverage) • Private-duty nursing • Routine eye care (Adult) • Routine eye care (Children) • Routine foot care for non-diabetics • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care 	<ul style="list-style-type: none"> • Hearing aids for children under 18 • Non-emergency care when traveling outside the U.S. See www.bcbglobalcare.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your [coverage](#) after it ends. To contact the [plan](#) at 1-800-ASK-BLUE (TTY:711) or the contact information for those agencies is: For group health [coverage](#) subject to ERISA, contact the Department of Labor's Employee Benefits Security Administration at 1866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; For non-federal governmental group health [plans](#), contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565 or www.ccoio.cms.gov. Church [plans](#) are not covered by the Federal COBRA continuation [coverage](#) rules. If the [coverage](#) is insured, you should contact your State Insurance regulator regarding possible rights to continuation [coverage](#) under State law. Other [coverage](#) options may be available to you too, including buying individual insurance [coverage](#) through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Pennsylvania Insurance Department - 1-877-881-6388 - <http://www.insurance.pa.gov/Consumers>.

Does this [plan](#) provide [Minimum Essential Coverage](#)? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this [plan](#) meet [Minimum Value Standards](#)? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Appendix F
WVNA GRIEVANCE RECORD

Date

Name of Grievant: _____ Grievance #: _____

Department: _____ Shift: _____ Grievant's Phone # _____

Contract Article(s) and Section(s) claimed to be
violated: _____

Employer representative (s) involved:

Comprehensive description of claimed violation including, but not limited to, date, time and witness(es)
to the claimed violation(s):

Specific claimed and incurred damage(s) of employee(s):

Specific relief requested for each employee(s):

Note: All documents in the possession and/or control of the employee and/or the Union which pertain to
this grievance must be attached to this form.

Signature of Grievant(s)**

Signature of Authorized Union Steward**

** By signing this Grievance Record, the Grievant(s) and Authorized Union Steward certify that the

statements asserted herein and the attachments provided are true and accurate.

First Step Response by (name): _____ Date: _____

Appealed to Second Step Yes/No by (name): _____ Date: _____

Second Step Response by (name): _____ Date: _____

Appealed to Third Step Yes/No by (name): _____ Date: _____

Third Step Response by (name): _____ Date: _____

Appealed to Fourth Step Yes/No by (name): _____ Date: _____

Fourth Step Response by (name): _____ Date: _____

Appendix G
TUITION REIMBURSEMENT POLICY

1.0 PURPOSE

To establish a program to provide educational assistance to employees who obtain formal job-related education and training during employment. This policy is designed and intended to provide the terms and conditions for a separate written plan document pursuant to Section 127 of the Internal Revenue Code.

2.0 ELIGIBILITY

This program applies to all employees budgeted at least 20 hours per week (.5 FTE) who have completed their introductory period and are not receiving grants or assistance from any other source.

3.0 PROCEDURE

- The employee and the supervisor should review and agree upon the anticipated course load to be taken during any one term. Care should be taken so that neither the employee's job performance nor class work suffers.
- An Application for Educational Assistance (Form 37) must be completed and submitted for approval by two (2) levels of supervision prior to enrollment in the course. This form will be used to determine the course relevancy to an employee's job career degree path.

4.0 POLICY

- All courses must be intended to maintain or improve skills related to the employee's present work assignment. This program does not apply to continuing education units, which are necessary to maintain a license, registration or certification that is requirement for a position.
- Courses must be approved in advance and taken in a recognized, accredited educational institution, college, university or business college.
- Educational assistance is limited to:
 - a maximum of \$5,000 per academic year for courses at approved nursing schools
 - a maximum of \$3,000 per academic year (Sept – August) for all other courses
 - Note: Employees budgeted .5 to .8 receive up to 50% of maximum.
- Expenses eligible for reimbursement include tuition, books, fees, equipment and supplies used for and necessary to the course.
- As a condition for reimbursement, all employees must execute and Educational Assistance Agreement (Form 38) before funds will be released.

- The employee must receive at least a “C” grade or equivalent to be reimbursed. In courses where no formal grade or equivalent measure of completion is normally provided, the employee must obtain a written document from the instructor or institution, satisfactory to the hospital, indicating successful completion of the course.
- Upon satisfactory completion of the course, the participating employee must submit acceptable written proof of successful course completion and grade attained to the Human Resources Director. Acceptable examples include: grade report, official transcript, certificate of completion and/or a letter on official letterhead, all as endorsed by the class instructor or official or registrar.
- After the Human Resources Director verifies successful completion of the approved course, a copy of the original request and receipts must be submitted to accounting for a reimbursement check to be issued.
- Employees whose employment is terminated for any reason prior to the completion of their course will not be eligible for reimbursement on any basis.

5.0 ASSISTANCE OUTSIDE OF PROGRAM

Education expenses that are paid by the hospital but are not part of this policy may still be excluded from an employee’s income in certain cases as a working condition fringe benefit. Such educational expense generally must be job-related. CHS will make such determination on a case-by-case basis consistent with applicable laws.

6.0 PAYROLL

All other types of educational expenses reimburse by CHS not covered by this policy and not otherwise excludable as provided in Section 5.0 will be considered taxable income to employees and must be processed through payroll. At the option of the hospital, an amount sufficient for the employee to pay the related tax liability may be added to the gross amount of reimbursement in order to arrive at a net amount of reimbursement to cover the expenses.

7.0 REPAYMENT AT TERMINATION

To recover an employee’s outstanding authorized debts at the time of termination (one year of service for each \$2,500 of education expenses reimbursed), a facility is not required to pay out any accrued unused vacation hours as they are not considered hours worked (unless otherwise directed by state law). The facility must, however, pay out any final hours worked using the minimum wage rate.

RELATED FORMS

Form 37	Application for Educational Assistance
Form 38	Educational Assistance Agreement

Appendix H
BUSINESS ACCIDENT TRAVEL POLICY



AIG Domestic Accident & Health Division

A Division of American International Companies®

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270
(212) 770-7000

(a capital stock company, herein referred to as the Company)

Policyholder: Community Health Systems, Inc.
Policy Number: GTP 0009128349

BLANKET ACCIDENT INSURANCE POLICY

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder for whom premium is paid (herein called Insured Person(s)) against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insured Persons are all persons described in the Classification of Eligible Persons section of the Declarations section of this Policy.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the Declarations section.

This Policy begins on the Policy Effective Date shown in the Declarations section and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates in effect at the time of renewal.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:

A handwritten signature in black ink, appearing to read "Th. J. Dyl".

President

A handwritten signature in black ink, appearing to read "Elizabeth M. Tuck".

Secretary

PLEASE READ THIS POLICY CAREFULLY.

THIS IS AN ACCIDENT ONLY POLICY. IT DOES NOT COVER SICKNESS OR DISEASE.

Appendix I
ADOPTION ASSISTANCE POLICY

C.11
Adoption Assistance

1.0 POLICY

The facility will provide financial assistance to eligible employees in connection with certain adoption expenses.

2.0 PROCEDURES

3.0 ELIGIBILITY

In order to be eligible for this benefit, employees must have been employed by the facility for at least one year and work at least 32 hours per week.

4.0 REIMBURSABLE ADOPTION EXPENSES

This policy provides for reimbursement of the following adoption expense associated with the adoption of a child under age 18 who is not a relative or step-child:

- Licensed adoption agency fees
- Court and legal fees
- State-required "pre-placement home studies" and "post-placement supervision" programs
- Up to 30 days of pre-placement temporary foster care in an approved or licensed facility
- Domestic transportation expenses (reasonable and customary) for you and your spouse to bring your adoptive child home.

Reimbursement under this policy is limited to \$2,000; adoption of a "special needs" child (as defined by the employee's state of residence) is limited to \$3,000. The annual maximum benefit is \$4,000, and the maximum lifetime benefit is \$5,000.

5.0 APPLYING FOR ADOPTION BENEFITS

Completion of the Adoption Expense Reimbursement Request is required. (Form 97) Expenses should be submitted to Human Resources along with itemized bills and final adoption decree within 90 days following the finalization of after the adoption. After the claim is processed and approved, adoption benefits are added to wages and are taxed for Social Security, Medicare, FUTA, and SUTA. Adoption expense reimbursement is not subject to Federal or State Income Tax.

Employees are advised to consult with their personal tax advisor with respect to the federal, state, and local tax aspects of this policy.

RELATED FORMS

Form 97 – Adoption Assistance Plan Reimbursement Request

Page 1 of 1
Effective 07/01/2010 (rev.)
Approval _____

SIDE LETTER AGREEMENTS

Side Letter Agreement
CLINICAL CARE COORDINATORS

Notwithstanding Section 14(b) of Article 25, “Wage Minimums and Increases,” and Section 13 of Article 19, “Hours and Overtime,” all clinical care coordinators shall be subject to the following terms and conditions:

1. Clinical Care Coordinators shall be responsible for charge nurse duties when they are designated “in charge.”
2. Such duties shall encompass both the administrative and staff nurse duties regularly performed by other charge nurses. Clinical Care Coordinators shall be expected to work the same weekend schedule and the same shifts as other staff on the unit. For example, Clinical Care Coordinators on ten (10) hour shifts may be placed on the same eight (8) hour shifts as other staff nurses.
3. When a Clinical Care Coordinator is “in charge,” he or she shall receive the \$.50 per hour charge pay differential for all such charge hours actually worked.
4. When a Clinical Care Coordinator is “in charge,” no other nurse shall be designated “in charge” or receive charge pay.

Implementation of any schedule changes required by paragraph 2 above shall not occur for at least two (2) months from the date of this side letter. Implementation of charge pay differentials as provided in paragraph 3 above shall be effective with the commencement of the next pay period following the execution of this side letter.

This side letter shall expire when the last incumbent clinical care coordinator leaves his or her position.

Side Letter Agreement
SHIFT DIFFERENTIALS

If a nurse reports to work for a day shift and is asked to stay and work the majority of the evening shift, she/he will receive the evening shift differential for all hours on the evening shift.

If a nurse reports to work on an evening shift and is asked to stay and work the majority of the night shift, she/he will receive the night shift differential for all hours worked on such night shift.

Side Letter Agreement
WILKES-BARRE HOSPITAL COMPANY, LLC. / PATIENT CARE CLINICAL
PRACTICES COUNCIL

The Wilkes-Barre Hospital Company, LLC/Patient Care Clinical Practices Council (the “PCCPC”) shall be authorized to review, and to recommend changes to, clinical practices for/relating to the services performed by RNs at the Hospital. The issues to be reviewed by the PCCPC will include issues of mutual concern to the Hospital and its RNs for the improvement of nursing practice, such as: optimal and evolving methodologies used by acute care hospitals to determine and meet staffing needs for patient care assignments, both for regular assignments and for overtime; determination and usage of ‘closed units’ for staffing purposes; the use by the Hospital and/or various departments of ‘on call’ and the methods employed for making ‘on call’ assignments; admissions practices; and determination of patient placement within the various clinical units of the Hospital.

The PCCPC shall, upon completion of any such study and evaluation and its determination of conclusions, make written recommendations to the Vice President Patient Care Services for changes to the clinical practices of RNs performing services at the Hospital which the PCCPC believes would enhance and improve patient care, customer satisfaction, operational efficiencies and/or clinical outcomes. Such recommendations must at all times adhere to and be consistent with the Mission of WBG-Hospital. All parties agree that the objective of this Council shall be to improve the Hospital, and more particularly clinical practices at the Hospital, not to criticize individuals – including but not limited to managers and administrative employees of the Hospital –

nor as a forum to advocate about or attempt to bargain about issues. Any decision on whether or not to accept or otherwise act on any recommendation(s) of the PCCPC, in whole or in part, shall be within the discretion of the Vice President Patient Care Services and, if she/he determines appropriate or necessary, other administrative officers of the Hospital, including the President/CEO. The Vice President Patient Care Services shall give her/his reason(s) to the PCCPC for accepting, rejecting or otherwise acting upon its recommendations on an issue. The PCCPC shall consist of eleven (11) members: four (4) Assistant Chief Nursing Officer(s)/Clinical Director(s)/Clinical Leader(s); four (4) bargaining unit nurses; and three (3) at-large members (RNs, LPNs, administrators, managers or others) who are directly involved with or who relate in their own work with clinical practices. The four (4) Assistant Chief Nursing Officer(s)/Clinical Director(s)/Clinical Leader(s) shall be appointed by the President/CEO or his designee. The four (4) bargaining unit representatives shall be named by the Union, in accordance with the Union's bylaws, if any, for such joint labor/management efforts. The three (3) at-large members shall be appointed by the Vice President of Patient Care Services or her/his designee. The Vice President Patient Care Services and one (1) member of the WBG-Hospital Medical Executive Committee shall sit as ex officio members, but shall not vote, except that the Vice President Patient Care Services only shall vote in case of a tie.

The PCCPC shall meet at least on a bi-monthly (every other month) basis for the duration of this Agreement. Meetings shall be held at the Hospital at a time and date mutually agreed upon by the parties. In the event either party requests any PCCPC meeting be rescheduled, such rescheduling shall occur within fourteen (14) days of the meeting that was rescheduled. The PCCPC may at any time, upon its own motion, determine to meet more or less frequently. Agendas for each meeting shall be developed by the PCCPC itself at least fourteen (14) days in advance, and shall identify the issue(s) to be addressed, internal information or resources required to efficiently assess and address such issue(s), and any external sources or resources which will or may be necessary or helpful. The Hospital shall make pertinent data which is not of a restricted/confidential nature available to the PCCPC upon the PCCPC's request. The PCCPC may invite other employees of the Hospital, and, occasionally non-Hospital persons or entities, to participate with it where it determines that such participation will assist it and/or will otherwise constructively contribute to its efforts. The conclusions and recommendations of the Hospital shall

be confidential and as such they shall not be publicized, in writing or verbally, either internally within the Hospital or externally, except with the prior written agreement of the PCCPC and the Vice President Patient Care Services

For the period beginning with its commencement through February 28, 2025, the PCCPC shall be authorized to expend up to \$10,000.00 for purposes stated in the first paragraph of this Side Letter Agreement. The Employer may determine to discontinue the PCCPC. However, before doing so, it shall provide notice to the Union and, if the Union desires, meet with the Union and discuss its (the Employer's) rationale for its determination.

Side Letter Agreement

OVERTIME

- A. The parties mutually agree that mandating a nurse to work overtime is neither preferable, nor desirable and that both would prefer if additional shifts or hours that must be worked were worked by qualified nurses who have agreed/volunteered for those assignments. However, both parties explicitly recognize and agree that patient care is at all times paramount and that, as a last resort, mandatory overtime assignments of nurses may need to be made.
- B. The parties also mutually agree that the newly formed Patient Care Clinical Practices Council (PCCPC) shall expeditiously undertake analyzing the issue of overtime mandation of RN's, with a view towards its reduction, and shall promptly make and report its recommendations in accordance with the Council's protocols.
- C. When mandatory overtime is assigned, it will continue to be in accordance with the procedure set forth in Article 19, namely that before the Hospital mandates overtime, it will first attempt to secure the necessary shifts or hours by offering them to volunteers, per diem and agency employees. In addition, where the Hospital determines it-to be practicable under the circumstances, calls will also be made to regular staff from that unit who are off that day. The Hospital will keep a log of its efforts to fill shifts or hours, including the order or number of people asked or called to work open hours/shifts, but those efforts are not subjects which can be raised or

processed under the Grievance and Arbitration procedures of this Agreement.

- D. The PCCPC also will include in its study referenced in B. above, the issue of whether and under what circumstances a nurse who has been mandated for overtime may be permitted to refuse that mandation if she/he has a legitimate emergent personal circumstances.

Side Letter Agreement

Conversion Agreements for Disciplinary Suspensions

An employee who is scheduled to serve a disciplinary suspension imposed pursuant to Article 11 of this Agreement (by its nature, *without pay*) may request, and the Employer may, at its sole option, agree, or on its own offer, to instead convert the unpaid suspension to a working suspension for that same number of days. If so, the employee will be paid for his/her time worked in the normal course. *Provided* that, as a condition of the Employer agreeing to any such requested conversion, the employee and the Union shall execute a Conversion Agreement with the Employer providing for all of the following: (i) the employee and the Union permanently waive any right to arbitrate the employee's subject discipline (Article 13 of this Agreement), but not the employee's right to grieve the subject discipline under Article 12, through and including Step 4; (ii) the employee and the Union agree that the employee's disciplinary record will, without exception, reflect his/her service of the disciplinary suspension as it was originally levied (subject only to any disciplinary modification that may be agreed upon by the Employer through the Grievance Procedure Article 12); and (iii) no party to the referenced Conversion Agreement (Employer, employee and Union) will inform any arbitrator, judge or other third party of the fact that there was such a conversion or Conversion Agreement except with the advance written consent of both other parties. Violation of this joint and mutual obligation will obligate the violating party to full payment of all costs and counsel fees of the opposing party (ies) for the proceeding in which it occurs.

The Employer's decision whether to grant any such conversion request by an employee, or on its own to offer such a conversion, shall be on a case-by-case basis, and that decision shall not be subject to challenge under Articles 12 or 13 of this Agreement.

Side Letter

Per Diem Bargaining Unit Seniority

All current Per Diem nurses as of January 1, 2016 shall be considered as new members to the bargaining unit for purposes defined in Article 3 of the parties Collective Bargaining Agreement.

All current Per Diem nurses who are in active status effective January 1, 2016 for the purposes defined in Article 14, Section 1(b), and 7(a) shall have any/all previous bargaining unit seniority restored and shall have all accrued years of service with the Employer as a Per Diem registered nurse counted towards their bargaining unit seniority, provided there has been no break in service.

Side Letter

Per Diem Bonus

Per Diem employees will be eligible for the Per Diem Bonus of \$200.00. To qualify for the bonus, per diem employees must work a minimum of forty (40) hours per four (4) week schedule which includes the sixteen (16) hour weekend requirement. Weekend shift must be scheduled as a full eight (8) hour shift commitment.

Side Letter

Layoff

The parties agree in the event of a layoff in a particular department, unit, classification, shift and category of employment (i.e., full time or part time), after casual, temporary and probationary employees are laid off as per Article 14, Section 5(b), any part time and/or full time employee scheduled for lay off may as an option, bump the least senior per diem employee in the comparably skilled unit/department to obtain any/all available per diem hours should they exist and/or become available. Such option shall not negate their rights to recall as a full time and/or part time employee under Article 14, Section 6 and/or their rights as a full time and/or part time employee under Article 14, Section 7.