AGREEMENT

BETWEEN

UPMC WESTERN PSYCHIATRIC HOSPITAL

AND

JNESO-DISTRICT COUNCIL 1, IUOE

OCTOBER 1, 2018 – SEPTEMBER 30, 2021
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AGREEMENT

This AGREEMENT made and entered into this 1st day of October, 2018 between UPMC Western Psychiatric Hospital, 3811 O’Hara Street, Pittsburgh, PA 15213 (hereinafter designated as the Hospital) and JNESO – District Council 1, IUOE (hereinafter designated as the Union).

Whereas, it is the intent and purpose of the parties hereto that this Agreement promote and improve the quality of care to the patients, as well as the interests of the nurses, and secure harmonious cooperation in mutual objectives and problems;

Now therefore, in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE 1
RECOGNITION

Section 1. Pursuant to Section 9(b) of the National Labor Relations Act, the Employer hereby recognizes Union as the collective bargaining representative as certified by the National Labor Relations Board as Case Number 6-RC-10912 on January 31, 1995, for the following appropriate unit (hereinafter “the Unit”):

All full time and regular part-time psychiatric nurses and staff nurses employed by the employer at its Western Psychiatric Institute and clinic building located at 3811 O’Hara Street, Pittsburgh, Pennsylvania 15213, excluding out-patient nurses, all other registered nurses, office clerical employees and guards, other professional employees and supervisors as defined in the Act, and all other employees.

ARTICLE 2
UNION SECURITY AND DUES DEDUCTION

Section 1. All employees, excluding probationary employees, on the active payroll as of the effective date of this agreement or the execution date of this agreement, whichever is later, shall become members of the union within 30 days thereafter and shall thereafter maintain their membership in the union in good standing as a condition of continued employment.
Section 2. All new employees hired under the terms of this agreement shall become members of the Union after completion of the probationary period as defined in Article 22 and shall thereafter maintain their membership in the union in good standing as a condition of continued employment.

Section 3. For the purposes of this article, an employee shall be considered a member of the union in good standing if the employee tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Section 4. The Hospital shall upon receipt of a written authorization form from the employee, deduct from the wages of that employee each payroll period dues as fixed by the Union. The Hospital shall be relieved from making such "check-off" deduction upon:

1. Termination of employment.
2. Transfer to a title other than one covered in the bargaining unit.
3. Lay off from work.
4. Any agreed leave of absence or
5. Revocation of the check-off authorization in accordance with its terms or applicable law.

Section 5. Notwithstanding the foregoing, upon the return of any employee to work, from any of the above mentioned absences the Hospital will immediately resume the obligation of making such deductions except that deductions for terminated employees shall require a new dues authorization form. The Hospital shall not be obligated to make dues deductions of any kind for any employee during any dues month involved if said employee shall fail to have received sufficient salary to equal the dues deduction.

Section 6. By the 25th of each month, the Hospital shall remit to the Union all deductions for dues made from wages of union members for the preceding month, together with a list of all union members along with the number of hours worked and the gross earnings that the dues deduction is based on.
Section 7. The Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union shall indemnify and hold the Hospital harmless. Once such funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 3
PAC FUND

The Hospital agrees to deduct an amount designated by the employee per month from an employee’s pay who signs the attached voluntary Political Action Fund form (PAC) listed in “Exhibit C” and send it to the Union on a monthly basis. The Union agrees to indemnify and save the Hospital harmless from any and all action, which it may be required to take under application of this article.

ARTICLE 4
HOURS OF WORK

Section 1. The bi-weekly time period shall be of fourteen days duration and shall be considered as beginning with the first daylight shift on Sunday and ending with the last shift that begins on Saturday night.

Section 2. The normal work day shall be a twenty-four (24) hour period commencing with the start of the employee’s shift.

Section 3.

a) The normal work shift shall consist of eight (8) consecutive scheduled hours or twelve (12) consecutive scheduled hours including an unpaid one-half (1/2) hour lunch period. There shall be two fifteen minute paid rest periods in the work shift of eight (8) or twelve (12) hours with one (1) rest period normally taken during the first four (4) hours or six (6) hours and one (1) rest period normally taken during the second four (4) hours or six (6) hours provided however the operating and clinical needs of the Hospital shall prevail in scheduling rest periods. Either or both rest periods may be taken at the employee’s request immediately preceding or following the lunch period with the approval of the immediate supervisor. Based on the operating and clinical needs of the Hospital, such approval will not be unreasonably denied. The Hospital will take reasonable steps to see that
resources are available to allow for breaks. Full time employees who work eight (8) hour shifts shall not normally be scheduled to work for more than five (5) consecutive days, nor less than two (2) consecutive days, except as mutually agreed upon by the employee and the Hospital. Full-time employees who work twelve (12) hour shifts will work no more than three (3) consecutive shifts, unless mutually agreed upon by the employee and the Hospital. Part-time employees will be scheduled based on the operating and clinical needs of the Hospital including schedules of less than two (2) consecutive days, but not more than five (5) consecutive days except as mutually agreed upon by the employee and the Hospital. Employees will be scheduled off a minimum of 50% of the weekends in a calendar year unless mutually agreed upon. Any employee currently holding a position which includes twelve (12) hour shifts shall maintain that work schedule unless mutually agreed upon, provided however operating and clinical needs of the Hospital shall prevail when necessary. Prior to making a change the Vice President shall work with the employee and unit management to explore reasonable alternatives to this change. The time to make the change shall not be inconsistent with the time limits to bid on posted positions set forth in this agreement. The Hospital will, on a unit by unit basis, review further utilization of flexible schedules (three (3) twelve hour shifts or a combination of eight (8) and twelve (12) hour shifts). The Hospital’s decision on any additional flexible shifts must meet its operating requirements.

b) Full time employees working eight (8) hour shifts will normally be scheduled to work ten (10) eight hour shifts in a bi-weekly pay period. Full time employees working a combination of twelve (12) hour shifts and eight (8) hour shifts will normally be scheduled to work eighty (80) hours in a bi-weekly pay period. Full time employees working three twelve (12) hour shifts per week will normally be scheduled to work seventy-two (72) hours in a bi-weekly pay period.

c) The Hospital reserves the right to determine the number of full time and part time employees needed to fill the twelve hour shift schedule and to make changes to the number of employees needed to work the twelve hour shift schedule. An employee’s weekend rotation will not be changed once it is established, unless it is mutually agreeable, provided however operating and clinical needs of the Hospital shall prevail when necessary.
Part time employees will be considered for 12 hour shifts only after all full time 12 hour shifts are filled and such part time 12 hour shifts will not affect any full time 12 hour shift arrangements made by the Hospital. The Hospital based on operating and clinical needs may establish additional 12 hour shifts on a unit by unit basis, which shall be filled through the bidding process by seniority. No employee will be involuntarily assigned to a 12 hour shift schedule.

d) Full time employees working three (3) twelve (12) hour shifts in a week will be paid only for hours worked, but will be eligible to receive full time benefits as set forth in this Agreement.

Section 4.

a) Employees will normally be scheduled to work no more than two different shifts.

b) All normal work shifts will be scheduled as follows:

<table>
<thead>
<tr>
<th>Shift</th>
<th>8 or 8.5 hours</th>
<th>12.5 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Shift</td>
<td>7:00 am to 3:30 pm</td>
<td>7:00 am to 7:30 pm</td>
</tr>
<tr>
<td>Evening Shift</td>
<td>11:00 am to 7:30 pm</td>
<td>11:00 am to 11:30 pm</td>
</tr>
<tr>
<td></td>
<td>12:00 pm to 8:30 pm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3:00 pm to 11:30 pm</td>
<td></td>
</tr>
<tr>
<td>Night Shift</td>
<td>7:00 pm to 3:30 am</td>
<td>7:00 pm to 7:30 am</td>
</tr>
<tr>
<td></td>
<td>11:15 pm to 7:15 am</td>
<td>11:00 pm to 11:30 am</td>
</tr>
<tr>
<td></td>
<td>11:00 pm to 7:30 am</td>
<td></td>
</tr>
</tbody>
</table>

The 11:00 pm to 7:30 am shift will be posted going forward and no nurse hired before October 1, 2018 who was working an 11:15 pm to 7:15 am shift will be required to change to the new eight and one half (8 ½) hour shift.

When the 7:00 p.m. to 3:30 a.m. Night Shift is to be used, the position will be posted so that is known to all nurses bidding on the position. Nurses who have not bid on a position that contains that shift, will not be required to work the 7:00 p.m. to 3:30 a.m. shift.
Employees who are scheduled to work a defined night shift, who have a parking lease at any Hospital or UPMC location, will be permitted to park in the J Lot, after 5:00 p.m. for no additional charge, provided they have their ID programmed through the Hospital's parking manager.

c) Shift differential will be paid for all hours worked on the evening or night shifts. No shift differential shall be paid for any time worked beyond an employee's scheduled evening or night shift unless those additional hours also fall in the evening or night shifts as defined above. If an employee stays beyond the scheduled end of his or her shift into the hours described as the day shift above, shift differential will only be paid for the hours in the scheduled night or evening shifts defined above.

For scheduling purposes for employees who work eight (8) hour shifts and who are not in the Weekend Program, the weekend for night shifts shall include the shift, which begins on or after 10:00 p.m. on Friday, but before 5:59 a.m. on Saturday, and the shift, which begins on or after 10:00 p.m. on Saturday, but before 5:59 a.m. on Sunday.

For employees who regularly work twelve (12) hour night shifts on the weekends, weekend hours begin at 7:00 p.m. on Friday and end at 7:00 a.m. on Monday. For employees not in the Weekend Program, weekend hours will not normally exceed twenty-four (24) hours in the weekend, unless mutually agreeable.

For employees in the Weekend Program, the weekend hours will be from 3:00 p.m. on Friday to 7:00 a.m. on Monday.

Section 5. (a) There shall be a posted work schedule for all employees which normally shall be posted at least two (2) weeks in advance. Employees shall schedule themselves in accordance with the guidelines developed in Labor Management meetings. It is understood that the Hospital reserves the right to alter posted schedules due to operational needs, but the Hospital will make a good faith effort to avoid said alteration after schedules have been posted. Schedules may be changed by mutual agreement of the affected employee and his or her immediate supervisor.

(b) The Hospital will make a good faith effort to accommodate school schedules provided by employees.
(c) Nurses with twenty-five (25) or more years of bargaining unit experience who wish to work a steady daylight or evening shift should make a written request for a schedule change to the CNO and the Hospital will make a good faith effort to accommodate such requests based on seniority. Nurses who are awarded these positions must accept schedule changes to their original posted position shifts, as necessary, based on the needs of the Hospital and patient care or to attend mandatory training. If the offered schedule is not desirable to the employee, they can accept their original off shift rotations.

(d) Schedule requests entered before the deadline will all carry the same weight and consideration.

(e) Requests for a particular day off entered before the deadline will be granted based on seniority in the event of a request for multiple days off, time will be distributed equitably among employees.

Section 6.

a) In the event of a change in shift from the day or evening shift, the employee shall be off work for a minimum of eleven and one-half (11-1/2) hours between such as shift change unless a shorter period is requested by the employee and approved by his or her supervisor. In the event of such a change in shift from the night shift, the employee shall be off work for a minimum of twenty-four (24) hours between such a shift change, unless requested by the employee and approved by his or her supervisor.

b) In the event it is necessary to change a shift rotation, volunteers without overtime will be considered first for the necessary shifts. In the absence of volunteers and if assignments must be made such assignments will be made in the inverse order of seniority and equitably rotated among the entire staff on the unit.

Section 7. This article shall not be construed as guaranteeing any number of hours or days of work. If an employee reports for work on his or her normal shift and no customary nursing duties are available for him or her, he or she shall receive two (2) hours pay at the normal straight time hourly rate; provided, however, that if the employee has been notified not to report at least one (1) hour in advance of his or her scheduled starting time the employee shall not receive said reporting pay. The above reporting pay shall not be paid where work cannot be provided by the Hospital due to circumstances beyond the Hospital's control.
ARTICLE 5
HOLIDAYS

Section 1.

a) The following days shall be recognized as holidays for all regular full-time employees:

New Year’s Day
Martin Luther King’s Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The above listed holidays, which are recognized by the Hospital for non-union hourly paid employees shall also be recognized for Bargaining Unit Members on the same basis and under the same terms and conditions. If changes are made to the recognized holidays, including the addition of holiday related service projects for other hourly paid, non-union employees during the term of this Agreement as determined solely by the Hospital, the Hospital will notify the Union of the change. The Union will have fifteen (15) days to advise the Hospital if the Union agrees to the change. If the Union accepts the change, it shall automatically become effective for Bargaining Unit Members. If the Union notifies the Hospital the change is not acceptable, such change will not apply to Bargaining Unit Members, however, the holiday recognition in place before the change will remain in place. In the event that the Hospital policy changes to allow employees who are not yet vested in PTO become eligible to be paid out for unworked holidays at the termination of their employment, the same practice will be offered for members of the bargaining unit. The Hospital maintains its right to determine the method of electronic storage and accounting that will be used for holidays.

Christmas Day shall be recognized as a holiday for all regular full-time employees except those who elect to designate one (1) other religious holidays in lieu of Christmas Day. If an employee wishes to substitute one (1) religious holiday in lieu of Christmas Day, the employee shall notify the Hospital at least thirty (30) days prior to the scheduled observance of such religious holiday.
Section 2. A Regular full time employee who works on any of the recognized holidays shall be paid at one and one half times his/her regular rate of pay and shall have an additional eight (8) hours of time off to use during the year. For regular part time employees hired on March 29, 1993, or before who works on any of the recognized holidays shall be paid at one and one-half times her regular rate of pay for all hours worked and shall receive an additional holiday benefit equal to the hours worked not to exceed eight (8) hours on the holiday at his/her regular straight time pay. A regular part-time employee hired after March 29, 1993, who works on any of the recognized holidays, shall be paid at one and one half times his or her regular hourly rate of pay. For the purpose of this Agreement, the holiday is the period as follows:

(a) Eight hour shifts: Holiday premium applies if the majority of hours in a shift are worked on the holiday between 11 p.m. the day before the holiday and 11:30 p.m. the day of the holiday.

(b) Twelve hour shifts: Holiday premium applies to all hours worked between 11 p.m. the day before the holiday and 11:30 p.m. the day of the holiday.

Section 3. A regular full time and a regular part time employee will not receive a pass day on a holiday, unless the employee agrees with his/her manager to do so. If a regular part-time employee hired on March 29, 1993, or before agrees with his/her manager to schedule a pass day on a holiday, she shall receive a pro-rated holiday benefit at regular straight time pay not to exceed eight (8) hours.

Section 4. If a holiday falls within a full-time employee’s vacation period the employee shall receive eight (8) hours of Holiday Pay on the day that the holiday is observed. Employees who regularly work shifts longer than eight (8) hours, and who have a holiday which falls in their vacation period, may supplement the Holiday Pay with PTO on the day the holiday is observed. This provision is applicable to regular part-time employees hired on March 29, 1993 or before, based on a ratio of time worked to full-time.

Section 5. In order to qualify for holiday pay or holiday time off, an employee must be on the active payroll (i.e., not on leave of absence or layoff) during the week in which the holiday falls; and must have worked his or her last complete scheduled shift prior to the holiday and his or her next complete scheduled shift following the holiday, unless the employee provides to the Hospital a valid reason for his/her absence.
Section 6. For scheduling purposes, the term “Major Holiday” shall apply to New Year's Day, Thanksgiving Day, December 24 and Christmas Day or one (1) holiday designated by an employee in lieu of Christmas Day. Each employee shall be scheduled to be off on two (2) major holidays. Work assignments on all other holidays shall be scheduled to provide an equitable distribution of holidays off within each clinical unit. It is specifically understood that December 24 and any Holiday designated by an employee in lieu of Christmas Day are not paid Holidays. If an employee wishes to designate a major holiday in lieu of Christmas Day, he or she must notify the Hospital at least sixty (60) days in advance of the scheduled observance of that alternate holiday.

Section 7. In the week before the two week period while employees are selecting their schedules for the period which includes Thanksgiving Day, the Hospital will post, for seven (7) days on each unit the holiday request sheet so that employees may register their preferences for the “Major Holidays”. The notice will list bargaining unit nurses currently employed on the unit at the time of the posting in order of seniority. Each employee on the unit shall write in under each major holiday their preference in order of holiday shift and day they would like off using number one (first preference to be scheduled off), number two (second preference to be scheduled off) number three (third preference to be scheduled off) and number four (fourth preference to be scheduled off). Next to each number the nursing employee will list shift preference if they are assigned to work. Taking into account employee preferences, unit need and seniority, the Hospital shall schedule employees off two (2) major holidays. The process shall be started at the most senior employee going down the list granting first preferences as able as per the above considerations. If the Hospital is unable to grant the first preference, it proceeds to the second preference, and then the process starts over with granting the second preference. During the second week of the schedule selection, at least four (4) days before the self scheduling cutoff date for the period which includes Thanksgiving Day the Hospital will post the “Major Holiday” schedule. For scheduling purposes the night shift holiday is the night shift prior to the actual designated holiday. The Vice President or the Director of Nursing shall work with Holiday scheduling issues once all preferences are submitted taking into account seniority and the operating needs of the Hospital.
Section 8. Probationary employees shall be, but temporary employees shall not be, eligible for holiday benefits provided herein, except that it is understood that any employee who works on any of the recognized holidays shall be paid at one and one-half (1-1/2) times her regular rate of pay for all hours worked.

Section 9. Paid holidays not worked shall not be considered as time worked for the purpose of computing overtime.

Section 10. If, during the term of this Agreement the Hospital should recognize as a Holiday any day other than those listed in Section 1, of this Article, that day shall be recognized as a Holiday for all employees covered by this agreement in accordance with the provisions of this Article.

ARTICLE 6
PAID TIME OFF

Section 1. PTO accruals are based on the number of eligible hours, up to a maximum of 80 eligible hours per pay period. Eligible hours include paid hours such as regular hours worked, overtime hours worked or PTO, extended illness bank (EIB) Holiday time off, Holiday time worked, Bereavement Pay, Military Leave, Jury duty, Call in time. All other paid hours and all categories of unpaid hours do not accrue PTO.

PTO Accrual Schedule. The maximum annual PTO accrual depends on eligible hours paid and length of service (which is based on anniversary year from date of hire) in accordance with the following schedule:

REGULAR FULL TIME AND PART TIME (Applicable to regular full time employees on the seniority list before October 1, 2018 and part-time employees on the seniority list as of June 30, 2009)

<table>
<thead>
<tr>
<th>YEARS</th>
<th>HOURS PER YEAR</th>
<th>ACCRUALS EARNED PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>141 (17.625 days)</td>
<td>.068 hours</td>
</tr>
<tr>
<td>5-15</td>
<td>181 (22.625 days)</td>
<td>.087 hours</td>
</tr>
<tr>
<td>15+</td>
<td>221 (27.625 days)</td>
<td>.106 hours</td>
</tr>
</tbody>
</table>
Changes to accruals based upon length of service are effective at the start of the pay period after reaching the new length of service.

The schedule below is applicable to all new regular part-time bargaining unit employees added to the seniority list July 1, 2009 through September 30, 2018.

<table>
<thead>
<tr>
<th>YEARS</th>
<th>HOURS PER YEAR</th>
<th>ACCRUALS EARNED PER PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>112 (14 days)</td>
<td>.0538 hourly accrual</td>
</tr>
<tr>
<td>5+-15</td>
<td>152 (19 days)</td>
<td>.0731 hourly accrual</td>
</tr>
<tr>
<td>15+</td>
<td>192 (24 days)</td>
<td>.0923 hourly accrual</td>
</tr>
</tbody>
</table>

REGULAR FULL TIME AND REGULAR PART TIME (Applicable to all employees placed on the seniority list on or after October 1, 2018). Regular full time and regular part time employees hired on or after October 1, 2018 shall accrue and vest in PTO in accordance with the schedules set forth in UPMC Policy HS-HR0720 Paid Time Off, for regular full time and regular part time non-exempt staff members. Except as specifically specified in this Agreement, all provisions of the policy shall apply to this group of employees in the same manner as they apply to the hourly paid non-union staff of the Hospital hired after on or after October 1, 2018. Any changes made to the policy which effect non-union hourly paid employees of the Hospital hired on or after October 1, 2018 will also automatically apply to these members of the bargaining unit.

At the end of every pay period, a bargaining unit member’s PTO is adjusted by adding to the balance the amount of time earned during that pay period and by subtracting the amount of PTO used during that same period. PTO balances cannot be negative. PTO will not be granted if PTO time has not been earned, i.e., only accrued time can be used. A bargaining unit member may not “cash in” accrued PTO time (that is, receive pay for accrued, unused PTO hours), except as set forth in the PTO policy HS-HR0720.

Section 2. PTO Sick – PTO sick may be used for time off for personal illness or injury or illness or injury of a family member. To be eligible for PTO sick under this Article, an employee must notify the Nurse Clinical Manager, Charge Nurse, or designee at least two (2) hours prior to the start of the scheduled shift assignment, or show that it was impossible for such notice to be given.
However, employees who work the daylight shift, other than weekends or holidays, are only required a one (1) hour notice. In the event an employee becomes sick during a scheduled shift and must leave work before completing it, she shall be charged with PTO sick for the number of hours remaining in the shift calculated on the basis of .1 (1/10) hour increments.

A bargaining unit member taking three (3) consecutive PTO sick days or more may be required to furnish the Hospital with a physician’s certificate.

The Hospital may require a written statement from the bargaining unit member’s physician to determine whether or not said bargaining unit member is fit to return to work.

A physician’s certificate may also be required when in the opinion of the Hospital there has been an abuse of PTO sick. The bargaining unit member shall receive prior warning of said abuse.

Section 3. Extended Illness Bank (EIB) – EIB for a bargaining unit member consists of unused accumulated sick hours as of December 31, 2001.

Section 4. Bargaining unit members may accumulate and carry up to a maximum of one and one half (1-1/2) times of their annual maximum amount of PTO. Upon termination of employment all of an employee’s vested PTO will be paid out to him or her unless there is an agreement that all or any portion of these wages can be withheld as payment for a debt.

Section 5. Bargaining unit member may use unscheduled PTO in a minimum of one (1) hour increments.

Section 6. PTO accrual stops when the eligible bargaining unit member begins receiving Short Term Disability or Worker’s Compensation or Long Term Disability.

Section 7. The Hospital shall have the right to schedule PTO used as vacation so that an adequate staff will be available at all times.

During October of each year, all eligible regular full-time and regular part-time employees will be given the opportunity to state their choices of vacation periods during the next calendar year, provided however, the time period beginning at midnight December 24 through January 1, shall not be available for scheduling at this time, however, employees may request one day during this period and will be notified whether that request is granted when the schedule containing those days is eventually posted.
No employee may request more vacation time than they have in their bank at the time of vacation selection plus the amount they will accrue in the next year.

Vacation schedules shall then be established taking into account the wishes of the employees and the needs of the Hospital. Where there is a conflict among employees in choice of vacation periods, bargaining unit seniority within the clinical unit shall prevail. The Hospital shall post the vacation schedule for the next calendar year no later than November 30.

When two employees desire the same PTO vacation period, but in the opinion of the Hospital only one may be spared, the employee with the highest departmental seniority within their classification shall have priority. The Employer will make a good faith effort to allow two (2) bargaining unit nurses per unit to be off simultaneously in a week.

Commencing the day that the "Major Holiday" schedule is posted (See Article 5, Section 7) and concluding after seven (7) consecutive calendar days, eligible regular full-time and eligible part-time employees may submit a request for PTO for the time period of December 24 through January 1. The Hospital consistent with its needs will then, by December 1 and based on bargaining unit seniority, advise those employees that can be scheduled for PTO during that time period.

Section 8. It is understood that it is the Hospital’s responsibility to locate staff to replace employees utilizing their PTO vacation time, provided, however, employees must continue to meet the 50% weekend off provisions of Article 4, Section 3 (a). In the event an employee is regularly scheduled with the weekend as part of that schedule then the weekend will be considered as part of the vacation and the employee will not have to meet the 50% weekend off provision. When employees utilize PTO vacation on their scheduled work weekend they are limited to no more than two (2) weekends per year (which equates to four (4) PTO days) that are excluded from the 50% rule set forth herein.

Section 9. Requests for vacation periods during the next calendar year made after the posting of granted vacation periods will be granted on a first come, first serve basis. Once a request is made, then for a seven (7) day period after such request is made, other more senior employees may select the same date in preference to the employee making such request. At the end of the seven (7) day period, the vacation period shall be awarded the most senior employee.
There shall be only one (1) such seven (7) day period for any requested period of vacation. No employee may exercise her seniority to "bump" a less senior employee after the waiting period.

**Section 10.** Bargaining unit employees on the active seniority roster as of June 30, 2001 who have, as of December 31, 2004, attained 25 days of vacation under the Letter of Understanding of the predecessor collective bargaining agreement, shall continue to accrue on the following formula: 261 hours (32.625 days per year) .1255 hours per eligible hour during the term of this agreement.

Full time and part time bargaining unit employees on the active seniority roster as of June 30, 2001 who have, as of December 31, 2001, attained 20 days of vacation under the Letter of Understanding of the predecessor collective bargaining agreement, shall continue to accrue on the following formula: 221 hours (27.625 days per year) .1063 hours per eligible hour during the term of this agreement.

**Section 11.** If changes are made to the Paid Time Off policy applicable to the UPMC Presbyterian Shadyside non-union hourly paid employees in respect to the PTO Buy/Sell Program during the term of this Agreement, such changes shall be applicable to the bargaining unit.

**Section 12.** When management determines that there is no additional work for a nurse on a given shift, the employee will be offered the opportunity to leave for the day using "low census time" and may elect to use PTO to cover the remainder of the shift or take the time off unpaid.

**EXTENDED ILLNESS BANK**

Extended Illness Bank:

**Section 1.** The Extended Illness Bank (EIB) consists of the sick leave, which was accrued pursuant to Article 7, Sick Leave of the preceding Collective Bargaining Agreement and was unused as of December 31, 2001. Employees hired earlier than March 29, 1993, who have accrued sick time under previous agreements will retain the accrued sick time if any in the employees EIB.

**Section 2.** A full or part-time employee who is eligible to receive PTO pursuant to the provisions of this Article must use PTO for the first five days of absence from work due to the employee's personal illness in each calendar year whether such days are consecutive or not.
For any subsequent absences due to the illness of the full-time employee during the same calendar year, the employee may use PTO or apply the balances contained in the employees EIB if any.

**Section 3.** The Hospital shall notify each employee who has accrued EIB hours with a copy to the Union of the number of accrued EIB hours on December 31, 2001. After December 31, 2001, no employee covered by the terms of this Agreement shall accrue any additional EIB hours.

**Section 4.** In the event a full-time employee is absent due to personal illness or personal injury (as defined by the Short Term Disability Policy) and the absence is authorized, regardless of whether it is scheduled or unscheduled, the employee shall have the following options available to receive compensation and/or disability benefits pursuant to the following:

1. Employee is hospitalized, sustains an injury or suffers an illness not requiring hospitalization:
   a) Days 1 to 7 – The employee must use PTO for the first 5 sick days per calendar year; then may choose to use PTO or EIB if available.
   b) Days 8 and beyond – the employee may choose to use PTO, EIB, or STD as available.

**Section 5.** Unused sick leave in an employee’s Extended Illness Bank is not reimbursable upon termination of employment. However, an employee who was hired earlier than March 29, 1993, and who retires at age sixty (60), or older, with at least ten (10) years of service; or at fifty-five (55) to sixty (60) years of age with at least twenty-five (25) years of service; or age sixty-two (62) or older without length of service requirement; will receive a payment equal to the number of sick days remaining in his/her EIB times one-half (1/2) his/her average straight time daily rate of pay for the month of retirement or twenty-five hundred dollars ($2,500.00), whichever is less.

**ARTICLE 7**

**FUNERAL LEAVE**

**Section 1.** All regular full-time employees shall be granted a leave with pay up to three (3) scheduled work days during the seven (7) day period immediately following the date of death to attend the funeral of a spouse, domestic partner, parent, child, grandchild, brother, sister, mother-in-law, father-in-law, grandparent, legal guardian, stepparent or stepchild.
A regular part-time employee shall be granted one (1) scheduled workday during the seven (7) day period immediately following the date of death.

Section 2. All regular full-time employees shall be granted a leave with pay for one (1) scheduled work day during the seven (7) day period immediately following the date of death to attend the funeral or service of a close relative (other than those listed in Section 1.)

ARTICLE 8
JURY DUTY

Section 1. All regular employees who are called to serve on Jury Duty or subpoenaed as a witness for Hospital business will be paid the difference between the pay for the jury duty and their base pay. An employee is expected to report for regular duty when temporarily excused from attendance in court.

An employee required or requested to attend a deposition or court hearing on behalf of the Hospital or UPMC will be paid wages for the time spent at the deposition or hearing. An employee who presses charges or files suit on his/her/their own behalf will not be paid regular wages for time involved in such proceedings, but the Hospital will make reasonable efforts to permit the employee time off to attend such proceedings and allow the employee to use PTO for such absences.

ARTICLE 9
UNPAID LEAVES OF ABSENCE

Section 1. An employee who has completed one (1) year of continuous employment may be granted a leave of absence without pay for period of up to a maximum of one (1) year upon written application to the Hospital for the following reasons only: employee illness or injury; illness or injury of employee’s spouse, child or parent; employee pregnancy and maternity; employee’s infant (preschool) child care; education related to the retaining or improvement of the employee’s position with the Hospital, or full employment by the Union.

Section 2. An employee absent on leave shall be considered as having quit if it is determined that she falsified her reason for a leave of absence or engages in other employment without the consent of the Hospital.
Section 3. Application for a leave of absence without pay to accept full
time employment with the Union shall be made in writing on a form
provided by the Hospital for this purpose. It should be submitted to the
immediate supervisor at least one (1) month in advance of the desired
leave except in case of emergency or personal illness. The Hospital will
respond within fourteen (14) days after the date of receipt of the request.
Such request shall not be unreasonably denied. Application for any other
type of leave of absence shall be made through the Hospital’s intranet, in
the same manner as is used by all non-union hourly paid employees of the
Hospital.

Section 4. An employee requesting a leave of absence for illness
(employee or employee’s spouse, child or parent), injury (employee or
employee’s spouse, child or parent), or pregnancy and maternity shall
furnish to the Hospital certification by a qualified physician confirming the
fact of illness, injury, or pregnancy, and in the case of pregnancy indicating
the anticipated date of delivery.

In the case of pregnancy, it is understood by the parties that no employee
shall be required to leave at any arbitrary time, but may continue to work as
long as her physician certifies that she is capable of performing her
assigned duties.

An employee taking a leave of absence for personal illness, personal injury,
pregnancy or other qualifying leave under the Family Medical Leave Act
shall be required to take accrued sick leave or vacation prior to the
commencement of the unpaid portion of the leave of absence.

Before returning from a leave of absence for personal illness, personal
injury or pregnancy an employee may be required by the Hospital to submit
certification by a physician confirming that the employee is capable of
performing the duties of his job. The Hospital may also require the
employee to be examined, at the Hospital’s expense, by a physician
chosen by the Hospital before being permitted to return to duty.

Failure to return from a leave of absence shall be considered a voluntary
termination.

Section 5. Upon return from a leave of absence, the Hospital will make
every reasonable good faith effort to return the employee to the same job
classification on the same unit from which she/he took leave provided the
return is within six (6) months.
Upon return from a leave of absence which resulted from a bargaining unit employee being assaulted by a patient, the Hospital will make every reasonable good faith effort to return the employee to the same job classification on the same unit from which the employee took leave provided the return is within twelve (12) months.

Section 6. An employee shall accrue seniority during an unpaid approved leave of absence. An employee on a leave of absence for whatever reason shall be able to continue his/her hospitalization and dental coverage by continuing to pay the employee portion of the monthly premium payments applicable to the coverage the employee has elected. All other benefits provided under the terms of this agreement shall not be available to the employee except in respect to those benefits which specifically provide for coverage as set forth in each specific benefit plan.

Section 7. Leaves of absence for the performance of duty with the United States Armed Forces shall be granted in accordance with applicable Federal and State Law.

ARTICLE 10
WAGES

Section 1. Effective at the beginning of the first pay period after the ratification of this Agreement, each bargaining unit member’s hourly rate, except those employed in the Weekend Program, will be increased by two and one-half percent (2.5%). Effective October 1, 2019, if the start rate is increased only once between October 1, 2018 and September 30, 2019, then each bargaining unit member’s hourly rate, except those employed in the Weekend Program, will be increased by two percent (2%). If the start rate is not increased between the date of ratification of this agreement and September 30, 2019, then each bargaining unit member’s hourly rate, except those employed in the Weekend Program, will be increased by two and one-half percent (2½%) on October 1, 2019 instead of the two percent (2%) amount described in the preceding sentence. If the start rate is increased more than once between October 1, 2018 and September 30, 2019 then each bargaining unit employee’s base hourly rate will be increased by an amount that will cause the total increases for the period from September 30, 2018 and October 1, 2019 will equal two and one half percent (2½%). For example, if the start rate is increased twice during this time period, the increase on October 1, 2019 will be one and one half percent (1½%).
Effective October 1, 2020, if the start rate has been increased only once during the period from October 1, 2019 and September 30, 2020, each bargaining unit member's hourly rate, except those employed in the Weekend Program, will be increased by two percent (2%). If the start rate is not increased between October 1, 2019 and September 30, 2020, then each bargaining unit member's hourly rate, except those employed in the Weekend Program, will be increased by two and one half percent (2½%) on October 1, 2020 instead of the two percent (2%) amount described in the preceding sentence. If the start rate is increased more than once between October 1, 2019 and September 30, 2020 then each bargaining unit employee's base hourly rate will be increased by an amount that will cause the total increases for the period from September 30, 2019 and October 1, 2020 will equal two and one half percent (2½%). For example, if the start rate is increased twice during this time period, the increase on October 1, 2020 will be one and one half percent (1½%). It is understood that these increases will be put into effect with the nearest payroll period beginning in the respective months set forth. If this Agreement is ratified on or before November 7, 2018 the initial raise described in the first sentence of this Section will be made retroactive to October 1, 2018 and each bargaining unit member will be paid a ratification bonus of three hundred dollars ($300.00).

Section 2. An hourly shift differential of one dollar and twenty-five cents ($1.25) per hour shall be paid to all employees when they work the evening or night shift as defined in Article 4, Section 4, above.

Section 3. A weekend shift differential of one dollar and twenty-five cents ($1.25) per hour will be paid to all employees when they work the weekend shifts. The weekend shift shall be all hours worked from 11:15 p.m. Friday to 11:30 p.m. Sunday.

Section 4. An employee who is assigned charge nurse duties shall receive a five percent (5%) increase in his or her straight time hourly rate for the time so assigned. Nurses without prior experience shall not be in charge until they have worked at the Hospital for at least one (1) year unless the nurse and the manager mutually agree.

Section 5. Effective October 1, 2018, the entry rate will be twenty-five dollars and forty-six cents ($25.46) per hour for nurse without a BSN and twenty six dollars and forty-six cents ($26.46) per hour for nurses with a BSN. During the term of the Agreement, the start rate will be adjusted as the start rate for non-union, hourly paid nurses employed by UPMC
Presbyterian Shadyside is adjusted with notice to the Union and the Chapter President. Nurses who are earning less than the start rate at any time when the start rate is increased will have their base hourly rate increased to the new start rate. If the start rate is adjusted in 2019, or 2020, all bargaining unit nurses will be given an additional one half percent (½%) increase to their base hourly rate effective in the first pay period after the adjustment to the start rate is made. All Registered Nurses newly hired during the term of this Agreement shall be credited with each previous active year of employment as a registered nurse engaged in direct patient care to determine the initial hourly rate of pay as described herein. For each year that the new employee has worked in active employment as a registered nurse engaged in patient care, he or she will be paid two percent (2) over the start rate up to a maximum of fifteen (15) years. Provided however, no newly hired registered nurse shall receive an hourly rate of pay greater than any incumbent registered nurse with equivalent experience.

**ARTICLE 11**

**OVERTIME**

**Section 1.** Until September 30, 2020, overtime shall be paid at the rate of one and one-half (1-1/2) times an employee’s straight time hourly rate in the following manner:

a) An employee working only an eight hour shift schedule for all hours worked in excess of eight hours in any one normal work day as defined in Article 4 Section 2 or for all hours worked in excess of forty (40) hours in a work week.

b) An employee working only a combination of eight (8) and twelve (12) hour shifts schedule for all hours worked in excess of forty (40) hours in a work week.

c) An employee working only a 12 hour shift schedule for all hours worked in excess of 40 hours in a work week.

There shall be no pyramiding or duplication of overtime pay.

d) Effective October 1, 2020, sections a, b, and c, above, as well as Section 3 below shall cease to have any effect and the following shall apply.
Overtime shall be paid at the rate of one and one-half (1½) times an employee's straight time hourly rate for all hours actually worked in excess of forty (40) in a work week. There shall be no pyramiding or duplication of overtime pay.

Section 2. The Hospital will abide by the "Prohibition of Excessive Overtime in Health Care Act." (Act 102) In the event Act 102 is found to be invalid by any court of competent jurisdiction in the Commonwealth of Pennsylvania then the following shall be applicable: The Union recognizes that the Hospital has the right to assign overtime work to the junior qualified employee if other employees refuse or are unavailable for such work. Insofar as possible, overtime work shall be equitably distributed among the employees who normally or customarily perform the work involved. The Hospital shall seek to obtain volunteers for the performance of overtime work. Assigned overtime will be paid at the rate set forth in Section 1 above. A bargaining unit nurse will not be required to work more than a total of sixteen (16) consecutive hours of work per each assignment of overtime. A minimum of two (2) consecutive hours up to eight (8) consecutive hours is required in order to qualify as an assignment of overtime work. In the event a bargaining unit nurse works sixteen (16) consecutive hours but not less than ten (10) consecutive hours then the employee will not be so assigned within the next consecutive twenty-eight (28) calendar days.

Section 3. All compensable hours except for PTO Sick and EIB shall be considered as hours worked for the purposes of computing overtime.

ARTICLE 12
MEDICAL INSURANCE

Section 1. During the term of this Agreement, the Hospital agrees to make available to bargaining unit employees UPMC Health Plan medical insurance (including prescription benefits and vision care) and the UPMC Health System dental insurance on the same basis that such benefits are made available to the UPMC Presbyterian Shadyside full-time non-union hourly paid employees.

Section 2. In respect to the premium co-payment, part-time bargaining unit employees active on the seniority list on or before July 5, 1998, will pay the same premium co-payments paid by full-time bargaining unit employees for the coverage elected.
Part-time bargaining employees on the active seniority list as of July 6, 1998, participate as per the eligibility requirements of the UPMC Health Plan or the UPMC Health System dental insurance plan applicable to UPMC Presbyterian Shadyside non-union hourly paid part-time employees.

**Section 3.** The Hospital will continue the current practice that full-time bargaining unit employees on the active seniority list as of July 5, 1998, who voluntarily or involuntarily experience a change to part time (less than 100% of effort) will pay the same premium co-payments paid by full-time bargaining unit employees for the coverage elected in the UPMC Health Plan and/or UPMC Health System Dental Insurance Plan.

**Section 4.** Plan amendments or changes including but not limited to eligibility for participation, employee premium co-payments, benefit provisions and coverage available made during the term of this Agreement that are applicable to the UPMC Presbyterian Shadyside non-union hourly paid employees shall be applicable to the bargaining unit.

**ARTICLE 13**

**BASIC LIFE INSURANCE AND D&D**

**Section 1.** During the term of this Agreement the Hospital agrees to make available to bargaining unit employees Basic Life Insurance, Basic AD&D Insurance, Supplement Life Insurance and Suplemental AD&D Insurance as provided by the UPMC Health System on the same basis that such benefits are made available to the UPMC Presbyterian Shadyside non-union hourly paid employees. The Hospital shall pay the entire premium cost of the Basic Life and Basic AD&D coverage.

**Section 2.** In respect to the insured benefit amount available, part-time bargaining unit employees active on the seniority list on or before March 29, 1993, will participate on the same basis as full-time bargaining unit employees.

Part-time bargaining unit employees on the active seniority list as of March 30, 1993, participate as per the eligibility requirements of the UPMC Health System's Basic Life Insurance, Basic AD&D, Supplement Life Insurance and Supplemental AD&D plans applicable to UPMC Presbyterian Shadyside non-union hourly paid part-time employees.
Section 3. The bargaining unit employee pays the Premium costs for the amount of coverage elected for Supplemental Life and Supplemental AD&D insurance.

Section 4. Plan amendments or changes including but not limited to eligibility for participation, employee premium co-payments, benefit provisions and coverage available made during the term of this Agreement that are applicable to the UPMC Presbyterian Shadyside non-union hourly paid employees shall be applicable to the bargaining unit.

ARTICLE 14
SHORT TERM DISABILITY AND LONG TERM DISABILITY

Section 1. During the term of this Agreement, the Hospital agrees to make available to full time bargaining unit employees short term disability (STD) and long term disability (LTD) coverage as provided by the UPMC Health System on the same basis that such benefits are made available to the UPMC Presbyterian Shadyside non-union full-time hourly paid employees. The Hospital shall pay the entire premium cost of the STD and LTD coverage.

Section 2. In respect to STD coverage, part-time bargaining unit employees active on the seniority list on or before March 29, 1993, will be able to participate. These employees will receive STD benefit payments calculated on the basis of the average number of hours worked per week for the twenty-six (26) week period previous to the application for STD benefits. Such benefit amount shall continue to be paid for the benefit eligibility period of twenty-six (26) weeks as set forth in the plan even though the twenty-six (26) weeks may not be consecutive. Part-time bargaining unit employees on the active seniority list as of March 30, 1993, are ineligible to participate for STD and LTD as per UPMC Presbyterian Shadyside non-union hourly paid part time employees.

Section 3. The bargaining unit employee pays the Premium costs for the additional amount of coverage elected for STD and LTD.

Section 4. Plan amendments or changes including but not limited to eligibility for participation, employee premium co-payments, benefit provisions and coverage available made during the term of this Agreement that are applicable to the UPMC Presbyterian Shadyside non-union hourly paid employees shall be applicable to the bargaining unit.
ARTICLE 15
UPMC HEALTH SYSTEM RETIREMENT PLANS

Section 1. Employees shall be eligible to participate in the UPMC Health System Retirement Program consisting of its Cash Balance Plan and Savings Plan subject to the eligibility and other requirements of the Plans. If, during the term of this agreement the UPMC Health System amends or makes a change in the Cash Balance Plan and/or Savings Plan, bargaining unit members shall participate in the revised Pension Plan that replaces the aforesaid Plans on the same basis as all other eligible non-exempt hourly paid UPMC Presbyterian Shadyside staff participate.

ARTICLE 16
TUITION ASSISTANCE

Section 1. Educational Benefits:

a) All full-time bargaining unit employees hired after March 29, 1993, shall be eligible for tuition assistance pursuant to the terms of the UPMC Presbyterian Shadyside Tuition Assistance Plan.

b) All full-time bargaining unit employees on the active Seniority list as of March 29, 1993, shall be eligible for tuition assistance at the University of Pittsburgh in accordance with the following:

1. An employee who is studying for her first degree in a regular academic program shall be eligible for tuition assistance for up to eight (8) credits per term in an amount equal to the tuition charged by the University of Pittsburgh, less five dollars ($5.00) per credit, which shall be paid by the employee.

2. An employee who has a degree shall be eligible for tuition assistance for up to six (6) credits per term in an amount equal to the tuition charged by the University of Pittsburgh, less five dollars ($5.00) per credit, which shall be paid by the employee.

3. A part-time employee who regularly works at least 32 hours in a bi-weekly pay period shall be eligible for tuition assistance for a pro-rata number of credits based on her degree status and the percentage of time worked in relation to the work period of eighty (80) hours.
4. Full-time employee’s dependent children who qualify for admission to the University of Pittsburgh are eligible for a full remission of tuition for a total of twelve (12) terms.

5. All full-time bargaining unit employees shall be eligible for tuition assistance at a college or university other than the University of Pittsburgh only for the purpose of pursuing a BSN or a MSN in Psychiatric Nursing in accordance with the following:

a) An employee who is studying for a BSN degree shall be eligible for tuition assistance for up to eight (8) credits per term in an amount equal to the tuition charged, less five dollars ($5.00), provided she maintains a grade of “C”, its equivalent, or better.

b) An employee who is studying for a MSN degree in Psychiatric Nursing shall be eligible for tuition assistance for up to six (6) credits per term in an amount equal to the tuition charged, less five dollars ($5.00), provided she maintains a grade of “C”, its equivalent, or better.

c) A part-time employee who regularly works at least 32 hours in a bi-weekly pay period shall be eligible for tuition assistance for a prorata number of credits based on her degree status and the percentage of time worked in relation to the work period of eighty (80) hours.

Section 2. Continuing Education – Upon approval by the Hospital, employees may be paid to attend continuing education conferences or workshops away from the Hospital and be reimbursed for reasonable expenses for food, lodging, travel or mileage, or fees.

ARTICLE 17
FLEXIBLE SPENDING ACCOUNTS

Section 1. During the term of this Agreement, the Hospital agrees to make available to bargaining unit employees flexible spending accounts and healthcare savings accounts on the same basis that such benefits are made available to UPMC Presbyterian Shadyside non-union, full-time, hourly paid employees.

Section 2. Only the bargaining unit member will contribute to the flexible funding accounts. Contributions to healthcare savings accounts will be made by the Hospital on the same basis as employer contributions are made to the healthcare savings accounts of UPMC Presbyterian Shadyside non-union, full-time, hourly paid employees.
Section 3. Plan amendments or changes including but not limited to: eligibility for participation, employee premium co-payments, employer contributions, benefit provisions and terms of coverage available, made during the term of this Agreement that are applicable to the UPMC Presbyterian Shadyside non-union, hourly paid employees shall be applicable to members of the bargaining unit.

ARTICLE 18
SEVERANCE

Section 1. The UPMC System Severance Policy HS-HR 0701, Severance for Position Elimination is applicable to the bargaining unit.

Section 2. An employee who is placed on layoff status under the terms of Article 20 may elect to accept the severance package described in Policy HS-HR 0701 by notifying the Hospital in writing, within seven (7) working days after the employee receives notice of layoff, of his/her intention to accept severance and must sign the applicable release within the time period described in the release.

If an employee files a grievance over his/her termination from employment and then elects to accept the severance payment, the employee must first withdraw the grievance with prejudice, before being eligible to accept the severance package. An employee who does not notify the Hospital, in writing, within seven (7) working days of his/her intention to accept the severance package shall permanently lose all rights to severance pay. An employee who accepts the severance package shall have no right to be recalled to any position within the Hospital and shall have no right to grieve any matter connected with the termination of his/her employment. It is specifically agreed that by accepting the severance payment, the employee permanently and completely severs all rights to re-employment at the Hospital.

Section 3. Amendments to the Severance policy which are applicable to the non-union hourly paid employees of the Hospital shall also automatically apply to members of the bargaining unit.
ARTICLE 19
SENIORITY

Section 1. Seniority shall be defined as an employee’s continuous service in the bargaining unit as measured from the employee’s date of hire into the bargaining unit.

Section 2. Seniority shall end when an employee:
   a) Quits or resigns her position, unless she returns to a position in the bargaining unit within one (1) year.
   b) is discharged for just cause.
   c) Retires.
   d) Is absent without leave for three (3) consecutive working days.
   e) Fails to report for work within five (5) days of recall from layoff.
   f) Fails to report after leave.
   g) Accepts other full-time employment while on leave.
   h) Is laid off for a period of twelve (12) continuous months.

Section 3. It is understood and agreed that there shall be one (1) seniority list for both full-time and part-time employees. Such list shall be prepared by the Hospital and shall be posted on or before March 1st, and on or before September 1st each year. Challenges to the accuracy of the seniority list shall be made, in writing, to the Employee Relations Department. If, within two (2) calendar weeks from the date of posting no challenge to the accuracy of the seniority list is made, it shall become final and binding upon the Hospital, the Union and all employees.

ARTICLE 20
LAYOFF AND RECALL

Section 1. In the event the Hospital in its sole discretion decides to reduce or eliminate the number of employees in the bargaining unit because the Hospital completely or partially merges inpatient clinical units, eliminates an inpatient clinical unit or units, closes an inpatient clinical unit or units or removes an inpatient clinical unit or units or reduces the number of employees in the bargaining unit, the affected employees will have the opportunity to use seniority to bid into or bump into the inpatient clinical unit(s) positions at WPIC. In the event of a layoff and/or reduction, the process of reduction by seniority will be as follows:
a) The Hospital will determine the actual number of positions that are being reduced. Layoffs will occur beginning at the bottom of the seniority list as seniority is defined in Article 19, after probationary employees are laid off, proceeding up the list until the required number of positions to be reduced has been satisfied. The Hospital will attempt to give as much notice as possible to these employees and the Union, but shall give at least seven (7) calendar days notice.

b) The Hospital will notify the employees affected by the reduction but not laid off, that the position the employee holds is no longer available. These employees will be informed in writing of all of the open inpatient positions in the Hospital, if any, (including any new positions created at the time) and all positions held by those employees with less seniority than the employee, inclusive of the inpatient clinical unit or ECT, the percent of effort, the shift or shift rotation and the hours of work. The affected employee will then bid on an open inpatient position using his/her seniority with the most senior bidder who is qualified to perform the work being awarded the position or exercise his/her bumping privileges as set forth in (c).

c) In the event there is no open position for an affected employee at the time of the notice in (a) above or the affected employee chooses not to accept an open position, the affected employee will bump any junior employee, provided however, the affected employee cannot bump an incumbent who takes an open position that the affected employee did not accept. The person so displaced by this procedure shall then use his/her seniority in a similar fashion. This process shall continue until there are no positions for the displaced employees to select. A displaced employee without a selected position at the end of the process shall be laid off. The process is mandatory and no employee can opt out of the process. The process is applicable to both full time and part-time positions and no employee can elect to take a lay off because a position does not have the percent of effort that the affected or displace employee desires. Any employee who is eligible to select a position but fails to select a position for whatever reason by the closing of the selection process shall be assigned a position if positions are still available. The assignment shall be final and binding on the employee. (It shall be the responsibility of an employee who is not present during the selection period for whatever reason, but who has been notified by mail to his/her last address on record, to advise the employee’s Nurse Clinical Manager in writing of his/her selection with a copy to the Union representative and the Nurse Clinical Manager will exercise the employee’s selection as set forth in the written notice.)
Affected employees and displaced employees utilizing their seniority under this provision shall be qualified to perform the work of the position he or she selects.

d) The Hospital shall in its sole discretion determine the length of time the bidding and bumping process will take in each instance from start to finish and shall not be bound by such period of time in future instances but under no circumstances shall be entire bidding and bumping process take less than seventy-two (72) hours from the first notification. An affected or displaced employee can exercise his/her seniority only once in each instance and once a selection is made it cannot be disturbed by any other employee participating in the process during that instance. All selections must be completed in the time allowed and on the forms and in the location provided by the Hospital. After the conclusion of the process the Hospital shall notify each employee of his/her selection or status and the date the employee will report to the selected position or the layoff date.

e) An employee laid off under this Article may elect to accept severance under the provisions of Article 18.

Section 2. Employees shall be recalled in the reverse order of layoff to the jobs available at the time of the recall, provided the recalled employee has the qualifications required to perform the available work, and further provided that a full-time employee who was reduced to part-time employment shall have the opportunity to bid on a full-time position if available before any laid-off employee is recalled to a full-time job.

Laid off Employees will not be required to work at another UPMC facility in lieu of being laid-off. The laid-off employee, if the employee so desires can transfer to another UPMC hospital according to the UPMC transfer policy and if the employee accepts a job offer at that facility his/her recall rights shall terminate and the laid-off employee will no longer be a member of the bargaining unit.

Section 3. It shall be the responsibility of each employee to keep the Hospital Human Resources Department informed of his/her correct current address and telephone number. Written notice of recall shall be sent to an employee's last known address. An employee who fails to report for work within five (5) working days after being recalled shall have no further rights to be recalled.
Section 4. All employees on layoff shall be recalled before new inpatient nurses are hired into the bargaining unit.

ARTICLE 21
JOB POSTING

Section 1. The Hospital shall maintain job descriptions for all bargaining unit positions which shall be available for viewing through Electronic Recruitment System.

Section 2. Vacancies in the bargaining unit shall be posted on Electronic Recruitment System for seven (7) calendar days prior to filling the vacancies. Notice of these vacancies shall be emailed to all members of the bargaining unit within one (1) business day of the day that they are posted in Electronic Recruitment System. The posting will contain relevant information about the vacancy including: percent of effort (full-time) or part-time), the shift, the hours (8 or 12), and the unit. If no bargaining unit member bids on the position, the Hospital may recruit external candidates in the manner it see fit.

If the Union wishes to post a copy of the posting on the union bulletin board, it may do so.

Section 3. Employees shall be given the opportunity to apply for all bargaining unit vacancies, and preference in filling vacancies shall be given to employees where their qualifications and/or experience equal or exceed those of a non-employee applicant.

Section 4. In the event that more than one (1) employee applies for a vacant bargaining unit position, the most qualified and/or experienced employee may be given the job. Where qualifications and/or experience are similar, the employee with the most bargaining unit seniority shall be awarded the position.

Section 5. An unsuccessful applicant for a vacant bargaining unit position may request the reason for such rejection. The Hospital agrees to respond to such request, in writing, within three (3) days following the request.

Section 6. It is understood that all provisions of this Article are subject to the Grievance and Arbitration procedures as outlined in Articles 24 and 25.
Section 7. In the event the Hospital in its sole discretion decides to merge inpatient clinical units on different floors and the nurses who are on the affected units may be assigned to either of the two locations or there is an increase in the number of nurse vacancies on the merged unit, all positions on the merged units will be open for bidding. The positions on the merged unit will be posted and made available for bidding as any other vacancy hereinbefore set forth is bid. In the event an incumbent on either of the units to be merged elects not to bid on one of the positions posted for the merged unit then the employee can avail themselves of bidding for any other posted vacancy. In the event that an incumbent does not desire to bid the employee has the option to bump using his/her bargaining unit seniority. The bumping shall proceed as follows:

a) The bumping employee will bump any junior employee, and take that job, provided however; the bumping employee cannot bump an incumbent who takes an open position that the bumping employee did not accept. The person so displaced by this procedure shall then use his/her seniority in a similar fashion. This process shall continue until there are no positions for the displaced employees to select. A displaced employee without a selected position at the end of the process shall be laid off. The process is mandatory and no employee can opt out of the process. The process is applicable to both full time and part time positions and no employee can elect to take a lay off because a position does not have the percent of effort that the bumping or displaced employee desires. Any employee who is eligible to select a position but fails to select a position for whatever reason by the closing of the selection process shall be assigned a position if positions are still available. The assignment shall be final and binding on the employee. (It shall be the responsibility of an employee who is not present during the selection period for whatever reason, but who has been notified by mail to his/her last address on record, to advise the employee’s Nurse Clinical Manager in writing of his/her selection with a copy to the Union representative and the Nurse Clinical Manager will exercise the employee’s selection as set forth in the written notice. Bumping employees and displaced employees utilizing their seniority under this provision shall be qualified to perform the work of the position he or she selects.

b) The Hospital shall in its sole discretion determine the length of time the bumping process will take in each instance from start to finish and shall not be bound by such period of time in future instances but under no circumstances shall the entire bumping process take less than seventy-two (72) hours from the first notification.
An affected or displaced employee can exercise his/her seniority only once in each instance and once a selection is made it cannot be disturbed by any other employee participating in the process during that instance. All selections must be completed in the time allowed and on the forms and in the location provided by the Hospital. After the conclusion of the process the Hospital shall notify each employee of his/her selection or status and the date the employee will report to the selected position or the layoff date.

ARTICLE 22
PROBATIONARY PERIOD

Section 1. All new employees shall be considered probationary employees for the first six (6) months after the date of hire. During this period, the employee may be discharged at the will of the Hospital and such discharge shall not be subject to the Grievance and Arbitration Procedure in this Agreement. The Hospital will notify the Local Chapter President when a new employee (along with the name and address) concludes the probationary period.

Section 2. The Hospital agrees to provide an orientation program to all new employees. This program shall begin on the first day of employment and must be completed prior to the end of the probationary period.

Section 3. Proper subjects for the orientation program shall include, but not be limited to: a tour of the physical plant; organizational structure of the Hospital; rights and benefits as provided by this Agreement; legal rights of staff and patients; familiarization with the allied patient services provided by the Hospital; and a detailed and comprehensive orientation to assigned work areas.

ARTICLE 23
DISCIPLINE AND DISCHARGE

Section 1. The Hospital shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, discharge or disciplinary action through the Grievance Procedure, Article 24. The local Union shall be notified of any demotion, suspension, or discharge within twenty-four (24) hours of its occurrence.
Section 2. Any action instituted under Section 1, Article 23, shall be implemented within a reasonable period of time after the event giving rise to such disciplinary actions or knowledge thereof.

Section 3. If disciplinary action occurs, the Hospital will implement such discipline so as not to embarrass the employee before the public or other employees.

Section 4. When an investigatory disciplinary interview is scheduled, the employee will be notified of the type of disciplinary action to be considered and of her right to have a Union representative at the meeting. This notice will be given in sufficient time to contact a Union representative.

When the Hospital decides that a suspension or discharge is necessary, such action shall be taken only after the employee involved has been so informed at a disciplinary interview, unless the employee is unavailable or immediate removal from the premises is warranted.

Section 5. Disciplinary action normally proceeds through the following steps

Verbal Counseling: A verbal counseling session is a meeting between the supervisor and the staff member to discuss any difficulty the staff member is having in meeting standards of conduct, performance and/or attendance. The session also provides the individual an opportunity to share her perceptions of the supervisor's expectations his/her version of a particular problem or incident. Counseling is not in and of itself a precursor of discipline. Information and direction provided during a counseling session may be summarized in writing and a copy given to the employee. This written information is not placed in the employee's personnel file.

Written Warning: If an employee has not demonstrated improvement of issues discussed during a counseling session or, has engaged in conduct more serious than that which would normally be addressed by a counseling, the individual may be issued a written warning. This is a formal notice to the employee that a particular aspect of performance, conduct or dependability is unsatisfactory and if no improvement occurs, further disciplinary action may be taken.
Final Written Warning or Suspension: A final written warning or suspension is used to address continuing problems as described in previous counselings or disciplines or as the first level of discipline for more serious misconduct.

Discharge: Discharge may be used even without prior progressive action to address more serious violations or as a last resort when prior progressive corrective action steps have failed. Discharge requires due deliberation over the facts of a given situation and the nature of a staff member’s record. Suspension pending investigation may be used while the Hospital is investigating an employee’s actions to determine whether discharge is appropriate. If, after investigation it is determined that the staff member did not commit an offense warranting corrective action, he or she will be compensated for wages lost due to the suspension.

A copy of the written disciplinary action should be given to the employee and a copy should be retained by the supervisor. Also, a copy should be placed in the employee file.

Notices of disciplinary actions shall not be considered for the purpose of progressing to a higher level of discipline after twelve (12) months have elapsed from the date of issuance of the last disciplinary action, provided no other subsequent warning or disciplinary action has been issued during the same twelve (12) month period.

ARTICLE 24
GRIEVANCE PROCEDURE

Section 1. It is declared objective of the parties to encourage the prompt and informal resolution of differences as they arise and before recourse is had to the more formal procedure described below. Nothing contained herein shall be construed to prevent any employee from informally discussing a problem with any member of administration.

Section 2. The formal grievance procedure shall begin when the grievance is reduced to writing.
Section 3. A grievance is defined as a difference or dispute between an affected employee and the Hospital as to the interpretation, application, or alleged violation of the terms or provisions of this Agreement. Should an affected employee have a grievance, an earnest effort should be made to adjust such grievance in the following manner:

STEP ONE: If the matter is not resolved by discussion, the employee shall within ten (10) calendar days after she is aware of, or should be aware of, the action upon which the grievance is based, present the same in writing to her supervisor. The written grievance shall be submitted on a form to be provided by the Union for that purpose. It shall show the name and job title of the employee, the date of the action upon which the grievance is based, the provision or provisions of this Agreement allegedly violated; and shall set forth the facts related to the action and the remedy sought by the grievant. The grievance form shall be signed by the grievant. The grievant's supervisor or her designee, shall within seven (7) calendar days discuss the matter with the grievant and give her a written answer.

STEP TWO: If the grievance is not settled at Step One, the grievant may appeal by giving a written notice of such appeal to the Director of Nursing (or designee) within ten (10) calendar days after receipt of the Supervisor's written answer. The Director of Nursing (or designee) shall meet with the grievant, her supervisor and the grievant's local Union representative at a mutually agreed upon time within seven (7) calendar days after receipt of the appeal. The Director of Nursing (or designee) shall give a written answer to the grievant and the local Union representative within seven (7) calendar days after the Step Two meeting.

STEP THREE: If a grievance is not settled in Step Two and the Union still desires to further process the grievance, the Union, Local President or designee shall give the Director of Employee Relations of the Hospital (or designee) written notice of its desire for a Step Three meeting within ten (10) calendar days after the Director of Nursing's answer from the Step Two meeting. A representative of the Union, the local Union representative, and the grievant will meet with the Hospital's Director of Employee Relations (or designee) at a time mutually agreed upon by the parties within fourteen (14) calendar days after receipt of the Union's written request. The Director of Employee Relations (or designee) shall give an answer in writing to the Union within seven (7) calendar days after the close of the Step Three meeting.
Section 4. Any written grievance which has been presented under the grievance procedure and which is not appealed to the next step within the applicable time specified in this Article, and any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, shall be considered as settled and shall not be subject to further discussion or appeal. If at any step the Hospital's representative fails to give his written answer within the time limits set forth, the Union may appeal the grievance to the next step at the expiration of such time limit.

Section 5. The time limits herein set forth shall not include recognized holidays as specified in Article 5, Section 1a), and may be extended by mutual agreement confirmed in writing. If a grievance is filed at Step One under this Article, and the Union and the Hospital agree that the supervisor at Step One and/or the Director of Nursing at Step Two do not have the authority to adjust the grievance, Step One and/or Step Two shall be waived and the grievance shall be heard at Step Three.

Section 6. A grievance which affects a substantial number of employees, in which the question of fact and the provisions of this Agreement alleged to be violated are the same for each and every employee, may be filed as a grievance by the Union. The Union will make known to the Hospital the employees involved.

Section 7. A grievance concerning a discharge, suspension or demotion may be presented initially at Step Three. It shall be presented in writing by any of the Union representatives listed in Step Three to the Director of Employee Relations of the Hospital (or designee) within ten (10) calendar days of notification by the Hospital to the Union of the demotion, suspension or discharge, as provided in Article 23, Section 1.

Section 8. The grievant, the Union representative, and any witnesses deemed relevant by both parties will be allowed a reasonable amount of time during working hours, if required, to process grievances in accordance with this Article without loss of pay; provided, however, such time shall not unduly interfere with patient care.

Section 9. Any employee shall be permitted to have a representative of the Union at each step of the grievance procedure. Regardless of whether or not an employee wants Union representation, a Union representative will be given the opportunity to be present at all grievance proceedings.
ARTICLE 25
ARBITRATION

Section 1. When a grievance has been processed to its completion under the Grievance Procedure, Article 24, and the grievance remains unresolved, it may be appealed to Arbitration by the Union if done so in writing with a letter or electronic mail message to the UPMC Corporate Director of Employee Relations informing the Hospital of the Union's intent to arbitrate, within fourteen (14) calendar days after receipt of the answer from the Step Three meeting of the grievance procedure. Such notice requesting Arbitration shall be signed by a representative of the Union. It is expressly understood that the discharge of an employee during the probationary period shall not constitute a grievance that may be arbitrated.

Section 2. Within fourteen (14) calendar days after receipt of the appeal to arbitration the parties shall attempt to mutually agree upon an Arbitrator. If such agreement cannot be reached, the Federal Mediation and Conciliation Service will be requested to submit a list of seven (7) suggested arbitrators. The parties shall select the Arbitrator from such list by each party alternately removing one (1) name from the list until one (1) name remains. The loser of a coin toss shall strike the first name.

Section 3. The decision of the Arbitrator shall be final and binding upon both parties and the aggrieved employee. The Arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The decision of the Arbitrator must be based only on the express terms of this Agreement and the evidence presented to him.

Section 4. On discharge or suspension cases, any awards for back wages must be reduced by any unemployment compensation or other compensation that the grievant may have received from any source during the period for which back pay is awarded. The award and settlement of a grievance shall in no event be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

Section 5. Each party shall pay the costs and expenses incurred by it in connection with the Arbitration, except that the costs and expenses of the Arbitrator shall be borne equally by the Hospital and the Union.
Section 6. The Hospital will adjust the schedules of any employees or local unit representatives required to attend an arbitration hearing so they may attend the hearing. Normally, such adjustments will be made where timely notice is given prior to the posting of the schedule, but will not necessarily be granted if lesser notice is given, based on the operating needs of the Hospital.

ARTICLE 26
MANAGEMENT RIGHTS

Section 1. Subject only to the limitations stated in this Agreement, the Union recognizes the Hospital retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force, and to conduct its operations in an efficient manner.

ARTICLE 27
EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1. Both the Hospital and the Union agree not to discriminate against any employee on the basis of race, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation, veteran status, non-relevant handicap as defined by law, or Union membership or lack of Union membership.

ARTICLE 28
NO STRIKE NO LOCKOUT

Section 1. The Union will not call, cause, assist, encourage, participate in, condone, ratify or sanction nor will the employees engage in any strike, sympathy strike, sit-down, slowdown, picketing, boycott, stoppage of work, or any other interference with the operation of the Hospital or UPMC during the period of the Agreement.

Section 2. No officer or representative of the Union shall authorize, instigate, aid, or condone any of the activities proscribed in Section 1 and no employee shall participate in any of the activities proscribed in Section 1 during the period of this Agreement.

Section 3. The Hospital agrees that it will not lock out any of the employees in the bargaining unit during the period of this Agreement.
ARTICLE 29
UNION BUSINESS

Section 1. The Hospital agrees to provide space on one locked bulletin board as agreed to by the Union (Not to exceed current size) for the announcement of meetings, election of officers of the Union and any other material related to Union business. The Union shall not post material detrimental to the labor-management relationship of the parties to this Agreement, nor of a political or controversial nature. The Hospital shall maintain a key to access the bulletin board to remove materials that violate this agreement, with notice to the Union that the material has been removed. (The floor location as current, 1st floor location to be on the wall in the hallway leading to the Medical Records Office). The current practice of providing a bulletin board on each unit for union related business will continue.

Section 2. No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours which interferes with the employee's performance of work or the performance of work by another employee on the Hospital's premises, except as provided for in the processing of grievances.

Section 3. Upon notice to the Director of Employee Relations of the Hospital, or his designee, a representative of the Union shall have reasonable access to Hospital premises, other than patient care areas, for the purpose of administering this Agreement.

Section 4. The Hospital agrees to furnish the Union and the Local Chapter President each month with the names of newly hired bargaining unit employees, their addresses, their work area, their phone number, their dates of hire and names of terminated employees, together with their dates of termination and names of employees on leaves of absence. The Hospital will include probationary employees as defined in Article 22. A union delegate is permitted to contact newly hired bargaining unit employees during work time to arrange a meeting during lunch or break time. The meeting shall be voluntary.

Section 5. The Union will be given one-half (1/2) hour during the Hospital's new probationary inpatient RN employee orientation to address such employees. The Hospital will not pay the Union representatives addressing these employees nor the new probationary employee RNs. Participation by the new inpatient RNs is strictly voluntary.
The Hospital will give the Union reasonable notice as to the date, time, and place of such orientation. The Hospital will facilitate new inpatient RNs participation in the union orientation. The Hospital will advise probationary employees of the orientation time.

**ARTICLE 30**

**HUMAN RESOURCES FILES**

**Section 1.** Employees may review their human resources file by making a written request to view the file to human resources. Arrangements to view the files will be made during normal business hours for the human resources office.

Section 2. An employee who disagrees with any item in his or her human resources file may write a rebuttal to that item which will be placed in the file upon request.

**ARTICLE 31**

**CONSULTATION**

**Section 1.** The Hospital and the Union agree that during the life of this Agreement representatives from both parties (not to exceed three (3) from each unless mutually agreed upon) will be designated, in writing, by each party to the other for the purpose of meeting at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions and ideas related to patient care, patient staff ratios, scheduling, employee orientation and in service educational programs, all to promote better understanding with the other. The Union may bring additional bargaining unit RNs, up to four (4) or more if mutually agreed upon as necessary based on the agenda item Participants shall be limited to persons in the employ of the Employer. Such meetings shall not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration procedure in this Agreement as grievances shall not be considered proper subjects at such meetings. All matters discussed by the parties under this provision shall not be subject to the Grievance and Arbitration provisions of this Agreement. Unless otherwise agreed, meetings shall be held monthly at a mutually agreeable time and place. The Union representatives shall advise the Hospital of items desired to be discussed at least seven (7) days before the meeting.
**Section 2.** Employee's time for such meeting shall be paid by the Hospital up to but not exceeding an aggregate of ten (10) straight time hours per month.

**ARTICLE 32**

**MISCELLANEOUS TERMS AND CONDITIONS**

**Section 1.** "Employee(s)", whenever used in this Agreement, shall mean the nurses in the bargaining unit covered by this Agreement, as defined in Article I, Recognition.

**Section 2.** "Full-time employee" shall mean an employee in the bargaining unit who regularly works eighty (80) hours in a fourteen (14) day period during the course of a year.

**Section 3.** "Part-time employee" shall mean an employee in the bargaining unit who regularly works less than eighty (80) hours in a fourteen (14) day period during the course of a year.

**Section 4.** "Per Diem" or "Casual employee" shall mean an employee who is excluded from the bargaining unit and who does not work any regularly scheduled hours per week, but rather, works as available to supplement full time and part time employees. Per Diem or Casual employees will not accumulate seniority and will not be covered by or be subject to the terms of this Agreement. It is not the intent of the Hospital to erode the bargaining unit through the use of Per Diem or Casual employees. The Hospital's use of Per Diem or Casual employees on a unit by unit basis will be determined by factors including but not limited to an increase in patient census, vacation schedules for bargaining unit members, holiday schedules for bargaining unit members, bargaining unit member call offs or unexpected absences, openings in the schedule, patient acuity, overtime requirements, and leaves of absence.

**Section 5.** "Supervisor" means any individual having authority in the interests of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or responsibility to direct them or adjust their grievances; or to a substantial degree effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely routine or clerical in nature but calls for the use of independent judgment.
Section 6. All references to employees in this Agreement designate both sexes; and whenever a gender is used, it shall be construed to mean both male and female employees.

Section 7. An employee who is required by the Hospital to use her personal vehicle for Hospital business shall be granted a travel allowance at the prevailing rate of the Hospital. The Hospital shall reimburse the employee for reasonable expenses incurred while performing Hospital duties away from the Hospital. The Hospital agrees to assume the full cost for reasonable transportation expenses incurred by an employee on Hospital business which requires the use of transportation other than her vehicle.

Section 8. The present practice of pre-employment physical examinations and annual physical examinations shall continue.

Section 9. The Hospital will continue its current practice of reimbursing employees for the equitable replacement cost of clothing and personal property damaged during the course of providing patient care if a receipt is provided within two (2) weeks.

Section 10. The Hospital can agree Bargaining unit employees will be permitted to park free on the weekends in the J lot so long as the privilege continues to exist for all other employees of the Hospital.

Section 11. If an RN is not able to complete mandatory in-services during regularly scheduled work time as a result of other patient care responsibilities, the RN may request permission to stay past their scheduled work hours to complete the training. Peer review for RN’s will be completed only by other RN’s.

Section 12. In order to encourage employees to work extra shifts on the ECT unit, the Hospital will schedule nurses who wish to attend ACLS training at a UPMC facility off of their regular units for up to sixteen (16) hours with the expectation that the nurse will work forty (40) hours per two (2) year period on the ECT unit. If the employee does not work on the ECT unit for forty (40) hours during the two (2) year period, the Hospital will not be required to pay for the training or time off the unit again.

Section 13. The Hospital will continue the current practice of permitting one (1) bargaining unit nurse per unit to attend hospital wide committee meetings under the following conditions:
a. No overtime may be incurred as a result of the nurse attending the meeting, unless pre-approved by management; and

b. The employee must be scheduled to work at the time of the meeting unless pre-approved by management; and

c. The employee must make advance arrangements with his or her unit director before leaving the unit to attend the meeting.

d. Management will make a good faith effort to relieve the nurse of her duties in order to permit her to attend the meeting, but the clinical needs of the Hospital will prevail.

Section 14. Effective beginning in January 2019, all bargaining unit employees will be required to obtain the Act 33/34 and Act 73 clearances. For employees who have not been required to do so before the effective date of this Agreement, the clearances will be due during the next year of the employee’s nursing licensure renewal.

Section 15. Any voluntary separation plan offered to nonunion hourly paid employees of UPMC Presbyterian Shadyside after the effective date of this Agreement will also be offered to the members of the bargaining unit.

Section 16. The Hospital may employ full time Resource Nurses who will be available to be assigned as needed throughout the Hospital. These employees will be employed under the following terms:
  a. Resource nurses will be scheduled through the electronic self scheduling process used by all bargaining unit nurses.
  b. Resource Nurses will be informed, at the latest, by the start of each shift, which unit they will be assigned to for that shift and will not have a regular assignment on a particular unit.
  c. Resource nurse positions will be posted as a resource nurse position rotating two shifts. The Hospital will initially post 6 resource unit positions, but will retain the discretion to determine the number of such positions to utilize.
  d. Resource nurses are required to attend the orientation that is provided to all other nurses plus an additional orientation to the units that they will rotate as created by management.
  e. Resource nurses will be paid an additional five percent (5%) above their regular hourly rate for all hours worked.
Section 17. The Hospital may implement a Weekend Program with the following terms.

a. Nurses who bid, into Weekend Program positions will be required to work forty-nine (49) weekends per year. Weekend Program Nurses must use PTO to schedule their three weekends off per year.

b. In order to be eligible to participate in the Weekend Program an employee must have one (1) year of nursing experience and, if they are currently employed by the Hospital, their most recent performance evaluation must have an overall rating of solid/strong/good.

c. For the purposes of the Weekend Program, a weekend is considered worked if a nurse works either three (3) eight-hour shifts or two (2) twelve-hour shifts between 3:00 p.m. on Friday and 7:00 a.m. on Monday. Working an extra shift during the week will not offset the employee’s obligation to work twenty-four (24) hours per weekend.

d. A Weekend Program nurse who uses more than seventy-two (72) hours of PTO or more than twenty-four (24) hours of UTO on the weekends, may be removed from the Program. A nurse removed from the program for failure to meet the guidelines, will not be eligible to re-enter the program for a period of one (1) year. A nurse removed from the program for failure to meet the guidelines will be eligible to apply for any other vacant position.

e. Nurses in the Weekend Program will have a regular hourly rate in accordance with their experience and the provisions of this Agreement, but, when working weekend hours as part of the Weekend Program, will be paid an hourly rate of thirty-five dollars ($35.00) per hour, if they have a regularly assigned unit, and thirty-seven dollars ($37.00) per hour if they are a floater. Weekend Program nurses will not be eligible for any differential pay, except charge differential. If a Weekend Program nurse picks up additional hours during the week, those hours will be paid at his or her regular hourly rate. The Weekend Program rates of thirty-five ($35.00) and thirty-seven ($37.00) shall remain the same for the term of this Agreement and employees in the Weekend program will not be eligible for the wage increases set forth in this Agreement.
f. Weekend Program nurses will be eligible for medical, dental, vision, short term disability, and long term disability insurance under the same terms as full time nurses under this collective bargaining agreement. Weekend Program nurses will be eligible for Tuition Reimbursement on the same basis as full time bargaining unit members.

g. Weekend Program Nurses will accrue PTO under the same schedule as Regular Part Time employees hired after October 1, 2018. An employee who transfers into the Weekend Program will have his or her PTO paid out down to the maximum allowable accrual for the Program.

h. If a Weekend Nurse works on a recognized holiday will be paid one and one half (1½) his or her hourly rate, but will not be entitled to any additional time off benefit. If the worked holiday falls on a weekend, the nurse will be paid one and one half (1½) times the applicable weekend rate, but if the worked holiday falls on a weekday the nurse will be paid one and one half times (1½) his or her regular rate.

i. The Hospital will have the discretion to determine the number of positions that will be in the Weekend program and the units on which such positions will be established.

Section 18. The Hospital shall have the right to implement and use sign on and/or referral bonuses as tools to recruit nurses for bargaining unit positions. The Hospital will have the right to determine when such incentives will be used and the terms associated with these programs, which may vary from time to time. Bargaining unit employees will be eligible to participate in these programs under the same terms and conditions as the non-union employees of the Hospital. The Hospital will meet and discuss the terms of any sign on or referral bonus with the Union before it is implemented.

Section 19. The Hospital shall have the right to implement and use Extra Shift Bonuses in the manner and the amounts it may decide to use from time to time. The Hospital shall have the sole discretion to determine the amount of the bonus, the length of time ESB will be in place, and the units on which the ESB will be utilized. The Hospital will inform the Union prior to the implementation of any Extra Shift Bonus.
An employee who has already accepted an overtime shift that would qualify for the Extra Shift Bonus prior to it being announced will be eligible to be paid the bonus. Shifts available for the Extra Shift Bonus will be communicated by email to all nurses.

**ARTICLE 33**

**AVAILABLE TIME**

**Section 1.** Available time is defined as RN coverage still needed for specific units at the time the bi weekly schedule has been posted and percentage of effort hours have been assigned to all bargaining unit personnel on the unit. Part time staff may request additional hours in advance of the posting of the schedule to be included in that schedule. Available time will be posted for five (5) days prior to finalizing the schedule.

**Section 2.** Available time will be posted on all units at the time the schedule is posted. Available time will be granted in the following manner.

1. Full-time/Part-time at non-premium pay to switch scheduled days
2. Full-time/Part-time bargaining unit employees at non-premium pay
3. Full-time/Part-time bargaining unit employees at premium pay
4. Moonlighters/Casuals Casually staff may be awarded the same shift and may remain on the schedule and be pulled to another unit.

Issues related to the perceived overuse of casual or moonlighting staff can be addressed in Labor Management meetings.

**Section 3.** If two or more employees of the same status sign up for the same available time the most senior employee of that status will be given the available time, provided however, the assignment shall be done on a rotating basis between two or more senior employees that have signed up for the same available time.

**Section 4.** The parties understand that it is the intent to assign available hours utilizing to the fullest extent non premium hours.

**Section 5.** Available time will be posted on the same day as the schedule is posted in the available time book on the unit and by e-mail to all staff nurses.
ARTICLE 34
SUPERVISORS

Section 1. It is recognized that it is the principal function of a supervisor to direct employees in their activities and it is not the intent of the Hospital that supervisors will deprive employees covered by this Agreement of employment opportunities. It may be necessary from time-to-time for a supervisor to perform work normally done by a Bargaining Unit employee, to help out in emergencies, when bargaining unit employees are not at work because of call offs, to instruct or train employees and to perform work of mutually agreeable or experimental nature not to exceed three (3) months.

ARTICLE 35
HEALTH AND SAFETY

Section 1. The Hospital and employees shall observe all applicable health and safety laws, regulations, and Hospital policies and will take reasonable steps to ensure employee health and safety. Should an employee become aware of conditions the employee believes to be unhealthy or dangerous to the health and safety of employees and/or patients, the employee shall report the condition immediately to the supervisor.

Section 2. The Hospital shall maintain a program of infectious and communicable disease control as required by applicable statutes, regulations, and Hospital policies. Bargaining unit employees will be required to abide by all health and safety policies, including, but not limited to, policies on influenza vaccination and tobacco use. The Hospital will negotiate with the Union before any new vaccinations are required of bargaining unit members. Employees in the bargaining unit shall receive adequate training and instruction regarding universal precautions. Such instruction shall include a basic understanding of the infectious process, transmission, and universal precautions.

Section 3. During the term of this agreement, the Hospital shall conduct quarterly meetings regarding safety. The purpose of these meetings shall be to discuss incidents regarding safety that impact the safety of the bargaining unit RNs in the inpatient setting. Specifically, the agenda will focus on those incidents that have occurred in the past calendar quarter which were of the type that are required to be reported on the Hospital's 300s.
Attendees to these meetings shall include:

For the Hospital:

1. The Senior Director, Emergency Preparedness from UPMC Presbyterian Shadyside Shadyside

2. A representative from the UPMC Corporate Legal Department

3. A management representative from the inpatient operations of the Hospital

For the Union:

1. A representative from JNESO

2. The Local Union President

3. Two (2) employees of the Bargaining Unit, selected by the Union

The Committee will be chaired on an alternating basis by a representative from the Hospital and the Union. The agenda for meetings will be established by the chair of the forthcoming meeting in consultation with the previous chair, no later than two weeks prior to the date of the meeting. If no items are on the agenda, no meeting shall be held.

These meetings shall be transcribed and the Hospital and the Union shall share the cost of transcription. A copy of the transcript will be forwarded, along with any advisory recommendations from the committee, to the President of the Hospital and an electronic copy will be sent to the Union. No recommendation shall be sent to the President unless it is supported by a majority vote of the Committee. The President of the Hospital shall have broad discretion to accept or reject, either in whole or in part, any and all recommendations of the Committee.

In the event that the Hospital participates in an emergency alert program that notifies employees of emergencies affecting the UPMC community by means of notices sent to employees' personal communication devices (such as cell phones), then employees of the bargaining unit will be permitted to carry their personal cell phones while on duty. Use of personal cell phones will be restricted to communications to and from the emergency notification system.
ARTICLE 36
SAVINGS CLAUSE

Section 1. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement. In the event any Article, Section or portion of this Agreement is held to be unlawful and unenforceable by any court of competent jurisdiction, the parties shall meet and seek a mutually satisfactory replacement only for the Article, Section or portion held to be unlawful.

ARTICLE 37
ENTIRE AGREEMENT

Section 1. The parties agree and intend that this Agreement sets forth the wages, rates of pay, hours of work and other working conditions of employees covered which are to govern during the term of this Agreement, and that obligations not expressly provided for in this Agreement need not be assumed by either party and no other terms or conditions shall be added to or subtracted from this Agreement during its term by arbitration or otherwise.
ARTICLE 38
TERM OF AGREEMENT

This agreement shall become effective October 1, 2018 and shall continue in full force and effect until 11:59 p.m. on September 30, 2021. Ninety days prior to September 30, 2021, either party may in writing notify the other of its desire to continue, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto by their duty authorized officers have executed this Agreement the day and year hereinbefore first mentioned.

Doug Placa
Executive Director
JNESO-District Council 1, IUOE

Deborah Brodine, President
UPMC Western Psychiatric Hospital

5-7-19
Date

5-1-19
Date
SUPERVISION

A supervisor should meet with employees routinely to provide mentoring, direction and expectations regarding the individual's performance.

The Hospital adheres to the position that unless an employee's conduct is so clearly wrong that immediate disciplinary action is warranted, non-punitive steps should be taken to identify and to assist in correcting problems causing or contributing to unsatisfactory performance or conduct on the job. These non-punitive steps include counseling and warning and are intended to help rather than hurt an employee.

COUNSELING - a counseling session is an opportunity to provide notice to an individual if the Hospital's standards and expectations, and for providing the individual the means to improve. This session also provides the individual an opportunity to share her perceptions of the supervisor's expectations or her version of a particular problem or incident.

Counseling is not in and of itself a precursor of discipline. It is advice given to encourage or dissuade. There may or may not be in the counseling forewarning of possible or probable disciplinary consequence.

Information and direction provided during a counseling session may be summarized in writing and a copy given to the employee. This written information is not placed in the employee's file in the Personnel Department, but should be retained by the supervisor.

WARNING - If an employee has not demonstrated improvement as directed through the counseling sessions, the individual may receive a written warning of the possibility of future disciplinary action. A written warning is a formal notice to the employee that a particular aspect of performance, conduct or dependability is unsatisfactory and if no improvement occurs, disciplinary action may be taken. A copy of the warning will be retained by the supervisor and a copy placed in the employee file in the Personnel Department. Written warnings will remain in an employee's file indefinitely and may be the basis for subsequent disciplinary actions.

Effective: February 19, 1981

MJS:mm 07/16/87
LETTER OF UNDERSTANDING

June 30, 2005

This letter will serve to confirm the agreement between UPMC Western Psychiatric Hospital and Clinic and JNESO regarding the following issues:

1. The Hospital will not mandate a nurse from his/her normal unit to a different unit under the following circumstances which exist on the different unit:
   a) Hole in the schedule
   b) Call off
   c) Leave of Absence
   d) Increase in the number of positions due to unit expansion

   In case of emergent circumstances the mandating of a nurse to another unit will be used as the last resort to fill the position.

2. The Hospital agrees to continue the current practice of providing bargaining unit nurses mandated to work an entire shift with a meal ticket and, if available, a parking space in the parking garage.

3. Article 4 Hours of Work Section 6a) - The Hospital confirms it current practice of paying the first four (4) hours of a scheduled double back shift at time and one half (1 1/2).

5. Fitness for Duty The Hospital and Union agree that bargaining unit employees are subject to the UPMC Fitness for Duty Policy HS-HR0721 during the term of this agreement including any changes made from time to time by UPMC in the Policy.

   The Hospital and Union agree that a bargaining unit member who provides the Hospital with a written consent on a form provided by the Hospital, the Hospital will provide the Union with a copy of the chain of custody.

   The Hospital and Union agree that a bargaining unit member who provides the Hospital with a written consent on a form provided by the Hospital, the Hospital will provide the Union with a copy of the test results.
The Hospital agrees that the policy statement under Section IV B4 will be implemented on a make whole remedy basis.

6. The Hospital is committed to and will continue to work with employees to resolve night stock issues in a manner acceptable to the Hospital and staff.

7. One (1) of the patient bathrooms on 5T shall be sanitized daily prior to 11:00 pm and shall be designated for use by night shift employees.

Doug Placa  
Executive Director  
JNESCO-District Council 1, IUOE

Deborah Brodine, President  
UPMC Western Psychiatric Hospital

5-2-19  
Date

5-1-19  
Date
LETTER OF UNDERSTANDING
PROFESSIONAL DEVELOPMENT

At the discretion of the Hospital, funds may be made available to pay for continuing education, local conferences, certification testing or recertification fees that are relevant to an employee's current position or appropriate for professional development. Such payments may be made in advance of the expense, or be reimbursed upon submission of documentation satisfactory to the Hospital. The Hospital will determine the guidelines surrounding such payments and reimbursements and the process for determining which expenses will be covered and whether any prerequisites must be met by an employee in order to be eligible for such funds which will apply equally to all members of the bargaining unit. The guidelines will be reviewed, and may be amended on an annual basis. Implementation or processes of professional development will be discussed monthly at labor management meetings.

Doug Placa  
Executive Director  
JNESO—District Council 1, IUOE

Deborah Brodine, President  
UPMC Western Psychiatric Hospital

Date  5.7.19  

Date  5.1.19
EXHIBIT A
DUES DEDUCTION CARD

JNESO - DISTRICT COUNCIL 1, IUOE - AFL - CIO
"THE PROFESSIONAL HEALTH CARE UNION"
MEMBERSHIP/DUES DEDUCTION
1225 LIVINGSTON AVE., NORTH BRUNSWICK, NJ 08902  1-800-292-0542
E-MAIL: jnesnj@aol.com

PLEASE PRINT NAME

EMPLOYER'S NAME

HOME ADDRESS

JOB TITLE

CITY

STATE

ZIP

SOCIAL SECURITY NUMBER

HOME PHONE NUMBER

DATE EMPLOYED

CELL PHONE NUMBER

DATE APP. MADE

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

SIGNATURE

EMAIL

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

White — Employer Copy
Card — Union Copy