

LETTER OF AGREEMENT BETWEEN
ASCENSION GENESYS HOSPITAL AND TEAMSTERS LOCAL UNION NO. 332
REGARDING COVID-19 VACCINATION PROGRAM

In accordance with the RN Collective Bargaining Agreement, this Letter of Agreement is entered into between Ascension Genesys Hospital dba Genesys Regional Medical Center (the “Medical Center”) and Teamsters Local 332 (the “Union”) and represents the full agreement of the parties related to the COVID-19 Vaccination Program.

1. The Parties met on October 1, 2021 and October 19, 2021 and shared information and concerns on a number of issues and bargained the effects of the Hospital’s COVID-19 Vaccination Program.
2. The Union agrees that RNs will be subject to the Medical Center’s mandatory COVID-19 vaccination requirement.
3. RNs will be provided access to information and education regarding the COVID-19 vaccine, infection control and prevention measures and the diagnosis, transmission and impact of COVID-19.
4. The Medical Center will offer the vaccine on-site.
5. RNs shall have until November 12, 2021, to comply with the COVID-19 vaccination requirements, unless exempt for medical or religious reasons, or on a leave of absence. Any determination of denial shall include notice to the applicant and notice to the Union (for religious exemption denials).
6. It is also acceptable for RNs with previous COVID-19 infection (documented by either an approved nucleic acid test or a rapid antigen test) to provide proof of the administration of one dose of vaccine post resolution of symptoms of COVID-19 infection. An RN may wait up to 90 days after infection before receiving such a dose. For RNs who wish to elect this option, please follow the process for submitting a medical exemption request and upload 1) a copy of a positive PCR or rapid antigen test demonstrating prior COVID-19 infection; and 2) a copy of vaccine card demonstrating receipt of one mRNA vaccine dose.
7. All RNs on an approved leave of absence during the vaccination period will be required to receive a first dose of COVID-19 vaccine before they will be allowed to return to work or provide services, and completion of the series within one month of the first dose. The vaccine may be received from Associate and Occupational Health prior to the return to work or documentation of receiving the vaccine elsewhere must be submitted to Associate and Occupational Health prior to the return to work.
8. RNs shall not be penalized or disciplined for not receiving the vaccination while waiting on a determination regarding their exemption application.
9. RNs that receive an exemption will be required to comply with the Medical Center’s accommodation provisions, which include PPE and other infection control measures.

10. RNs who have not complied with the COVID-19 vaccination requirement by November 12, 2021, will be placed on administrative leave without pay for two (2) weeks. Continued failure to comply will result in separation from employment with the Medical Center by furlough with the Medical Center. At the time of furlough, the RNs position will be posted. In the event the RN wishes to return (fully vaccinated) within one (1) year he/she will be returned to his/her former status and shift with their seniority, wage scale, and PTO accrual rate from the time the furlough began, provided that his/her position has not been filled by another RN and that such action does not violate the provisions of Article 21 (Job bidding). If the position has been filled the RN may use that seniority to bid on open positions. The Union's right to seek redress through the grievance procedure is not waived.
11. RNs who fail to comply and elect to resign employment, or are separated from employment by furlough for failure to comply, will be eligible to receive a payout of all accrued, unused PTO.
12. RN Bargaining Unit Employees shall continue to have their health, dental and vision insurance through the end of the month of their furlough or voluntary resignation.
13. The Medical Center agrees not to contest their application for unemployment compensation benefits, including but not limited to not appealing any adverse rulings, and not appearing at any unemployment hearing unless required by law. The Parties understand and acknowledge that this Agreement does not guarantee and is not contingent or conditioned upon success in obtaining unemployment benefits. This Agreement does not impact the Hospital's ability and/or obligation to provide truthful information to the Unemployment Insurance Agency.
14. RNs that suffer an adverse reaction to the vaccine that requires them to miss work due to illness will be paid their regular base rate of pay for up to forty (40) scheduled hours. These hours will not be deducted from the employee's accrued PTO bank. If the RN is required to miss work beyond forty (40) scheduled hours due to an adverse reaction to the vaccine, they may submit a worker's compensation claim in accordance with the Medical Center's procedures.
15. The Medical Center and the Union, by their undersigned respective authorized representative agree that each has read this Letter of Agreement, and understands and agrees with the terms and conditions set forth above.
16. All other provisions of the 2020-2024 RN Collective Bargaining Agreement will remain in full force and effect.
17. This Letter of Agreement shall remain in effects as long as the May 9, 2020 through May 9, 2024 Collective Bargaining Agreement is in effect for the RN Bargaining Unit and will automatically extend until such time either party chooses to meet and discuss.

Ascension Genesys Hospital:

Kathy Bouma
 Kathy Bouma
 Director, Labor Relations

Date: 10/28/2021

Teamsters Local 332:

Nina Bugbee
 Nina Bugbee
 President

Date: 10-28-21