LETTER OF AGREEMENT BETWEEN ASCENSION GENESYS HOSPITAL AND TEAMSTERS LOCAL UNION NO. 332 REGARDING STAFFING IN PATIENT CARE UNITS

In accordance with the RN Collective Bargaining Agreement, this Letter of Agreement is entered into on a non-precedent setting basis between Ascension Genesys Hospital (the "Hospital") and Teamsters Local 332 (the "Union") and represents the full agreement of the parties regarding the care of patients.

- 1. Effective February 20, 2022 through May 28, 2022, the parties agree that due to a high patient census, the Hospital desires to implement a critical staffing incentive for all RNs represented under the RN Collective Bargaining Agreement for any additional shifts (Additional Hours, Unfilled Shifts, Cold Call Process, Mandation).
- 2. The critical staffing incentive will be forfeited if the RN calls in or otherwise fails to work their regular scheduled shifts during the same work week the RN works an extra shift as outlined herein.
- 3. If tardiness for the week adds up to less than one (1) hour (or 60 minutes) of lost time, the critical staffing incentive will not be affected. If the tardiness adds up to more than one (1) hour (or 60 minutes) in the seven-day period (Sunday through Saturday), then the critical staffing bonus will be forfeited from the employee for that week. However, if the RN is Cancelled by Staffing (CBS), Cancelled by Request (CBR), he/she will not lose their bonus.
- 4. Per diems will have to work a minimum of thirty six (36) hours per pay prior to qualifying for the critical staffing incentive.
- 5. Per Diem restrictions will be lifted effective April 11, 2021.
- 6. Beginning February 20, 2022 through May 28, 2022, RNs who are cancelled will be offered the opportunity to be reassigned to work as assistive staff (See Attachment A-Functional Nurse Role) in areas where appropriate nursing support staff cannot be provided or the acuity of the nurse to patient ratios warrant additional clinical staff. This process will be followed utilizing the language in the Collective Bargaining Agreement (i.e. Additional Hours, Cold Call Process, Mandation).
- 7. Critical Staffing Incentive structure for less than full bid shift is below:
 - \$50/hr Monday 7:00 a.m. Friday 6:59 p.m.
 - \$75/hr Friday 7:00 p.m. Monday 6:59 a.m.
- 8. Critical Staffing Incentive structure for a full bid shift or more is below:
 - \$75/hr Monday 7:00 a.m. Friday 6:59 p.m.
 - \$100/hr Friday 7:00 p.m. Monday 6:59 a.m.
- 9. In the event the number of COVID positive patients increases and to decrease the risk of exposure, TCU will become a flex unit. Step Down patients will maintain a 1:3 ratio that will be managed by TCU staff. Patients that meet ICU criteria will be managed by ICU nurses with a 1:1 or 1:2 ratio based on acuity and in accordance with Article 14, Nurse to Patient Ratios.

- 10. MICU will be a mirror-image of TCU where acuity will flex and staffing needs will depend on the type of patients in accordance with Article 14, Nurse to Patient Ratios. Patients meeting ICU criteria will be assigned to nurses with a 1:1 or 1:2 ratio, based on acuity and stepdown patients will be assigned to TCU staff with a 1:3 ratio.
- 11. Both units will have ICU and step-down staff. The driving force of this is to try and keep the patient in the same unit through the procession of their illness until they can be downgraded to a medical floor. Nurse to patient ratios will be followed in accordance with Article 14, Nurse to Patient Ratios.
- 12. In the event the number of COVID positive patients increases, and to maintain patient throughput:
 - a. 1st floor (Pediatric rooms) will be overflow medical/surgical units where it can take patients that are either twenty three (23) hour admit patients or patients that are lower acuity of either gender.
 - b. 2 South Telemetry will temporarily be assigned surgical cardiac patients (normally TCU patients) that would need to stay overnight for observation with a 1:3 ratio.
 - c. CVC will manage clean bipap patients (non-COVID) with a 1:3 ratio.
- 13. This Letter of Agreement terminates May 28, 2022. To ensure the patient care needs are met, the Hospital and the Union agree to re-evaluate whether an extension to this Letter of Agreement is necessary prior to May 28, 2022.
- 14. The Hospital and the Union, each by their undersigned respective authorized representative, agree each has read this Letter of Agreement, and understands and agrees with the terms and conditions set forth herein.
- 15. This Letter of Agreement supersedes and replaces the Letter of Agreement executed December 1, 2021. This Letter of Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, supersedes all previous and existing agreements, representations, and understandings, oral and written, between them concerning such subject matter, and may be modified only by a written instrument duly executed by both Parties.
- 16. All other provisions of the 2020 through 2024 RN Collective Bargaining Agreement will remain in full force and effect.

Ascension Genesys Hospital	Teamsters Local Union 332
Cara Sheahan	Whia Bulan
Cara Sheahan	Nina Bugbee
Labor Relations	President
Date	Date 2/18/2022
	Kluera-Craine
	Kelly Rivera-Craine
	Business Agent
	Date <u>2/18/2022</u>

ATTACHMENT A Functional RN (Basic Skills)

Nurses working in this role should be able to perform any or all of the following duties:

- Obtaining Vital Signs
- Peripheral IV Insertion
- Lab Draws
- Distribute medications that they could currently give in their role
- Urinary Catheter insertion, maintenance, or removal
- Dressing changes
- Repositioning Patients
- Blood Glucose testing
- Assist with ADLs
- Assist with patient transport
- Answer call lights
- Answer phones
- Assist with room set up in preparation for receiving new patients

The shift assessment should be documented by the primary nurse but any tasks completed by the functional nurse should be documented by that nurse.