

**Highlights of RN Tentative Contract Agreement
Between
Ascension Genesys Hospital and Teamsters Local 332
Non-Economic**

Article 2, Effect of Agreement

- **Added** language to provide copies of new/revised policies to Chief Steward and Teamsters Local 332

Article 3, Recognition

- **Added** Cardiac Rehab as part of the recognition

Article 4, Union Security:

- Reinstated Union Security

Article 6, Union Representation

- **Section 1.**
 - **Added** in the absence of chief steward - assistant chief steward or designee will cover the union office
- **Section 2.**
 - Areas for stewards redefined
- **Section 4.**
 - **Added** both parties to mutually agree upon dates/times/locations of subcommittee/taskforce/grievance meetings, etc.
- **Section 6.**
 - **Added** new hire orientation will include graduate nurses

Article 7, Access to Premises

- **Added** notification to the Labor Relations or “designee” to enter the building

Article 8, Grievance Procedure

- **Section 3.**
 - **Added** Labor Relations will provide all needed information for grievances written upon request
 - **Added** Informal Step: If resolution is reached that includes payment or recission of discipline at Step 2 or above, RN will receive written notification
 - Step 1: Time frame to file a grievance **increased** to seven (7) days **versus** three (3) days after the informal step or the occurrence of the facts given rise to the grievance or nurses knowledge. RNs will be provided a union steward to assist them in initiating Step 1
 - Step 2: Meeting to be scheduled within seven (7) days **versus** five (5) days
 - Grievances involving decisions made by the Labor Relations Department as well as decisions involving job postings will go directly to Step 3 who will respond in writing in five (5) days **versus** three (3) days
 - Step 3: If additional information is needed during the Step 3 meeting the grievance will be put on hold and union may request an additional Step 3 meeting to be held within ten (10) days
- **Section 9.**
 - The Medical Center will be liable for grievances claiming back wages or other financial reimbursement forty-five (45) days prior to date grievance submitted at Step 1 or higher **versus** thirty (30) days
- **Section 12.**
 - **Added** Business Agent and Labor Relations Partner will meet monthly

Article 9, Arbitration

- Notification of intent to arbitrate **increased** from thirty (30) to sixty (60) days
- Union has 120 days file with FMCS to arbitrate **versus** 90 days

Article 11, Rules

- **Added** Union may request a special conference to meet to discuss new rules/policies within six (6) business days **versus** three (3) business days

Article 12, Discipline and Discharge

- **Section 2.**
 - **Added** Bargaining unit member has the right to a union representative at any investigatory interview and the Medical Center must have a union steward present before proceeding with the meeting
- **Section 3.**
 - Step 3 discipline **decreased** from 1-3 days to one (1) day
 - Step 4 discipline **decreased** from 3-5 days to three (3) days
- **Section 4.**
 - **Added** disciplines must take place in a private area
 - **Added** Medical Center may request mutually agreed up extension during fourteen (14) calendar day period
- **Section 7.**
 - Written warnings considered inactive after twelve (12) month period without any further disciplinary incident
 - Any discipline considered inactive will not be used for progressive discipline

Article 13, Role of the Nurse

- **Section 5.**
 - **Added** RNs who are cancelled by staffing (CBS) **may request** to be reassigned as assistive staff “Functional RN” at the time of their cancel (see Attachment A “Functional RN Role)
 - **Added** Medical Center will consider census, acuity, and staffing levels and will make every effort to reassign such nurses to units that warrant additional clinical staff

Article 14, Staffing and Nurse to Patient Ratios

- Chart modified to reflect current departments
- ***Refer to economic package for Letter of Agreement (LOA) related to ratios
- Appendix C: triage to be performed by RN with at least one (1) year **versus** two (2) years of ED nursing experience within the ED as well as additional credentials, education and certifications

Article 15, Professional Work Environment

- Professional Work Environment complaint forms, can be obtained from Labor Relations, steward or CBA

Article 17, Seniority

- **Section 2.**
 - Defined temporary/agency nurse
 - **Added:** Union will be notified prior to the use of temporary/agency RNs
 - **Added:** Union will be notified of the schedule/date of hire of temporary/agency RNs

Article 18, Per Diem

- **Section 2.**
 - **Added** Per-diems may pick up an additional five (5) days through the UFS process
 - **Added** restrictions shall not apply when unit position control vacancy rate is fifty (50) percent or higher at the time the upcoming forty-two (42) day schedule is being built. Each unit's position control vacancy rate will be reviewed with the Union on a monthly basis
- **Section 4.**
 - **Added** Per Diems who bid into a regular position (FT/PT) shall **maintain** all prior accrued seniority and will **continue** to accrue seniority on all hours worked and/or paid from the commencement of employment in their new status

Article 19, Layoff and Recall

- **Section 1.**
 - **New Language** Medical Center will meet with the union within fourteen (14) calendar days before implementation
- **Section 4.**
 - Clarification on merging units/areas

Article 20, Staffing Assignment and Adjustments

- **Section 2.**
 - **Added** language temporary/agency RNs will be pulled before bargaining unit RNs prior to reassignment
 - Reassignment language changed as follows: temporary/agency, per diems, RNs by seniority
 - **Added** temporary/agency can now be pulled into closed units to prevent mandatory OT
 - **Added** language voluntary training will not create staffing shortage in the volunteer's home unit or required OT (mandation)
 - Chart: **Added** language to avoid mandation in the stepdown units. Added arrow that MICU can be pulled to CVC to avoid mandation in CVC
 - Clarified Float D's will stay with patient 60-90 minutes or until a bed becomes available
- **Section 4.**
 - Daily Workforce Reduction:
 - **Added** language RNs will be contacted no earlier than two (2) hours in advance of their start time and no later than one (1) hour in advance of their start time
 - Process for Mandatory Cancellation Prior to and After the Start of the Operational Shift: changed the order of mandatory CBS to reflect probationary RNs will be CBS **after** Per-Diems

Article 21, Job Posting

- **Section 1.**
 - Medical Center will notify the union if they put a position on hold
 - Will provide job postings on a weekly basis and RNs awarded on a monthly basis
- **Section 6.**
 - Modified chart to reflect PAT move to PACU
 - Eliminated units that no longer exist (see chart)
 - Removed time restriction for bids that are external positions
- **Section 7.**
 - **Added** RN to meet with union representative regarding transfer date of forty-five (45) days

- **Section 8.**
 - Orientation into a new position, RN shall have four (4) weeks **versus** two (2) to change their mind
- **Section 9.**
 - **Added** employees leaving on vacation may notify Labor Relations **versus** Recruitment in writing in advance of their interest in applying in one or more jobs

Article 23, 40 Hour Workweek Guidelines

- **Section 2.**
 - Clarified current Peri-Op twelve (12) hour weekend only positions

Article 24, RN Floats

- **Section 3.**
 - Review the Kronos app or check staffing sheet in email for daily assignments
 - Group D Floats: short-terms staffing 60-90 minutes or bed becomes available
 - Defined the order floats are reassigned
- **Section 7.**
 - **Deleted** Peds, Subacute Rehab, CRDC and Infusion Clinic from Float Unit & areas

Article 25, Clinical Facilitator

- **Section 1.**
 - **Added** One (1) day training and competency to perform the role
- **Section 4.**
 - **Added** rotation by seniority as equitable as possible
 - RNs will not be mandated for purpose of filling CF role without a patient assignment
 - **Deleted** CRDC, Short-term Peds and Infusion from the CF chart

Article 26, Leaves of Absence

- **Section 1.**
 - Clarification of Medical Center service accumulation during the first six (6) months of a leave
 - Holiday PTO will be banked automatically during a leave of absence
- **Section 3.**
 - **Added** option for long-term disability
- **Section 5.**
 - **Added** tuition reimbursement must be submitted on-line through AG Portal no earlier than one-hundred-twenty (120) days and no later than thirty (30) days after start of semester
 - Changed work commitment for RN who agrees to receive tuition reimbursement to twelve (12) months **versus** a period of one (1) month for each \$100 reimbursed
 - RN must submit registration request on-line to attend in-house nursing or GLI
 - If required education is cancelled by any entity, the Medical Center shall apply for an extension in order to permit the RNs to continue to work
- **Section 6.**
 - Unpaid union business shall apply towards computation of qualifying FMLA hours
- **Section 8.**
 - **Added** state law regulations to Military Leave

Article 27, Work Restrictions and Limited Duty Assignments

- **Section 2.**
 - Defined long-term disability
- **Section 3.**
 - Clarified who oversees the limited program and placement
 - Expanded areas for limited duty placement

Article 28, Funeral Leave

- **Added** memorial or virtual
- **Added** step-grandparent-in-law

Article 29, Jury Duty

- **Section 1.**
 - Revised language clarified for all shifts
 - Paid straight time **versus** the difference of jury duty pay
 - If not needed immediately, call manager to determine their updates work schedule
- **Section 2.**
 - For court time at the request of the Medical Center, the Medical Center will pay regular straight time hours **versus** difference the RN received from the court
 - **Added** language the Medical Center will reimburse parking, transportation and all expenses incurred
- **Section 3.**
 - For court time not at the request of the Medical Center, RNs who are legally compelled to appear in court on a regular schedule day, will be released from work without pay and not accrue an absence

Article 31, Vacation Leave

- **Section 2.**
 - Beginning August 1, 2024, vacation bid request times will change from August 1-10, November 1-10, November 1-10 and May 1-10
 - New request times are reflected in the chart
- **Section 5.**
 - Questions that arise regarding the number of RNs allowed off at one time will be reviewed in staffing sub-committee

Article 32, Holidays

- Beginning August 1, 2024 holiday bid request times will change (same as vacation bid requests)
- **Section 5.**
 - Questions that arise regarding the number of RNs allowed off at one time will be reviewed in staffing sub-committee

Article 38, Health and Safety

- **Section 2.**
 - Added language if an RN makes a security report to a local law enforcement authority of an incident that took place on the premises, the Medical Center shall not impede any resulting investigation, and shall not retaliate against any RN for making such report or cooperating in the investigation

Article 39, General Provisions

- **Section 1.**
 - **Added** language if RN on leave or furlough, the Medical Center shall not deprive them of electronic access to the associate electronic portal
- **Section 4.**
 - **Added** language the Medical Center will report any badges that are worn or damaged, but still in possession of the RN free of charge. Any RN who needs a new badge and are no longer in possession of their current badge will be charged a replacement fee of ten (10) dollars

Article 40, Absenteeism and Tardiness

- **Section 1.**
 - RNs off work two (2) or more consecutive **scheduled** work days will be counted as one (1) absence
 - RN must provide a note from their medical provider for three **(3) or more** consecutive **scheduled** days to be counted as one (1) absence
 - **Added** banked PTO hours must be available by date of the posting of work schedule
 - **Added** RNs who are sent home or required to stay home due to the need of isolation by Employee Occupational Health Nurse or other management figure, for health concerns defined by the CDC will **not** accrue a tardy or absence
 - Added language in case of multiple absences, the absence will rill off the RNs profile on the anniversary or the later date

Article 41, Nursing Councils and Committees

- **Added** there will be up to two (2) stewards assigned to each council or committee

Article 42, Joint Labor Management

- Joint Labor Management will meet every other month, unless additional meetings are necessary
- **Added** Daisy Award Committee

Article 43, Special Conferences

- Three (3) Special Conference in any month **versus** two (2) unless mutually agreed upon

Article 47, Third Party Management Agreements

- Any action taken by the third-party entities that impacts the terms and conditions of employment of a bargaining unit employee shall be subject to a Special Conference

Article 51, Peri-Op and Diagnostic Area – Staffing, Scheduling, On-Call

- **Section 1.**
 - Second floor specialty teams will **only** cover minor vascular procedures as demonstrated by competency and won't be performed on second floor
 - Relief teams will be staffed until 11:00 p.m. **versus** until 7:00 p.m.
- **Section 2.**
 - Robotics teams will consist of three (3) or more teams
- **Section 5.**
 - Old chart has been simplified
 - Ratio is 1:1- added for every two (2) rooms in operation. Every effort will be made to assign one (1) break relief person
 - Weekend only positions clarified. Non-rotating and will be assigned to **ortho procedures**
 - Unfilled shifts/additional hours will be floor specific until 3:00 p.m., combined after 3:00 p.m.
 - Unfilled shifts/additional hours shall not be awarded to anyone on-call

- **NEW: Third shift coverage for daily absences**
 - After following process in Article 22, the on-call teams will be used for **emergent** (e.g. late call-ins) or teams will be rotated in four (4) hour blocks to fill in vacancy
- **Section 6. Or Pulling/Cancellation**
 - Clarified CBR to be done by unit, CBS to be done by area
- **Section 7. Holidays**
 - On-Bid Shift: Holidays that fall on a weekend shall be covered by weekend only staff first, by seeking volunteers in order of seniority relief teams will be staffed
 - Off-Bid Shift: In cases there are an insufficient number of volunteers to cover a holiday on a particular shift, holiday assignments will be made to second and **third** floor RNs
- **Section 8. OR On-Call**
 - New Language: If there are RNs on duty that are trained and qualified to perform a case as determined by documented competencies, the RN on duty may perform that case instead of utilizing a call team
 - On-call team heart will be identified as heart/vascular team
 - During the week, on-call will be **rotated** between second and third floor teams excluding heart/vascular and eye teams
- **Section 13.**
 - On-call pay **increased** to **\$5.00** versus **\$4.65** for each hour of call
- **Section 15. Coverage for Leaves of Absence, Vacancies, PTO in Peri-Op**
 - On-call coverage when mandation is required under Article 22: mandation will be followed utilizing the rolling OT list not to exceed a calendar day (e.g. weekend on-call)
- **Section 16. Peri-Op On-Call Weekend Scheduling and Staffing**
 - Removed PACU I Sunday on-call
- **Section 17. Weekend On-Call PACU I**
 - Rotations will be adjusted to accommodate PTO and Leaves of Absence
- **Section 18. Diagnostic On-Call/Scheduling**
 - **Added** language to reflect current practice
 - The Medical Center and the Union shall meet and bargain the effects of the on-call scheduling
- **Section 20. Vacations/Holidays for Diagnostics**
 - **Updated** the bid periods
- **Section 21. Sheath Pull**
 - **Added** SICU RNs as trained
- **New Section 23. Interventional Radiology Door to Needle Response**
 - Effective October 1, 2024 on-call will change to thirty (30) minute response time
 - The Medical Center will provide one (1) clean sleeping room for **each** on-call IR RN