LETTER OF AGREEMENT

Between

ASCENSION ALLEGAN HOSPITAL

And

MICHIGAN NURSES ASSOCIATION

RE: Critical Staffing Bonus

December 21, 2023

The parties agree to the following, on a non-precedent setting basis:

1. This Letter of Agreement ("LOA") is effective beginning with the 7:00 pm shift on December 21, 2023. It will expire at 6:59 a.m. on January 16, 2024.

2. Any bargaining unit RN who works an additional 12 hour shift will be eligible to receive an additional \$500 per shift, an additional 8 hour shift will be eligible to receive an additional \$300 per shift, an additional 4 hour shift will be eligible to receive \$150 per shift for the term of this Letter of Agreement.

3. All expected available shifts that qualify for the incentive between 7:00 am December 26th and 6:59 am January 16, 2024 will be identified by leadership and sent to nurses by email and mass text. Nurses will have 48 hours after notice is given to sign for these shifts, which will be awarded based on Article 15 of the collective bargaining agreement. However, RNs who had previously signed to work or be on-call for additional shifts during the effective dates of this LOA will be awarded those shifts and will receive the incentive pay described above. Any unexpected available hours that subsequently become available and qualify for the incentive will be awarded on a first come, first served basis.

4. An RN must take a patient assignment for the entire duration of the shift in order to remain eligible for the critical staffing bonus.

5. These additional shifts must be worked beyond the employee's regularly assigned hours; it is also understood that this premium will be forfeited for any given pay period if the employee's full status of regularly assigned hours are not met for that pay period (except for low need days). These hours shall not include mandatory assigned call time.

6. An RN must work the entire shift to be eligible for the full critical staffing bonus. If an RN is put on mandatory low census by leadership during the shift, the incentive would be prorated based on hours worked for the eligible shift.

7. If an RN uses previously approved PTO during the pay period they worked the additional shift(s), the applicable premium will not be forfeited. The use of PTO E will not be considered approved PTO.

8. If an RN voluntarily cancels approved PTO, they must work their full status of hours at their regular straight time pay rate before they are eligible to receive the premium for any applicable additional shifts worked.

9. If an RN chooses not to cancel approved PTO during the pay period they worked the additional shift(s), the PTO payment will be made in addition to the payment for any applicable additional shifts worked, however, the PTO hours will not count as hours worked for purposes of calculating overtime compensation.

10. Employees who are mandated to work overtime or who volunteer to work mandatory overtime as outlined in Article 27, Section 18 of the CBA, will not receive the premium in addition to the mandated double time payment.

11. In order for this Letter of Agreement to continue in effect after expiration, both parties must mutually agree in writing.

12. This LOA supersedes and replaces all other applicable or potentially applicable incentive programs. RNs may not pyramid or combine the premium pay outlined in this LOA with any other incentive or premium pay (except for shift differentials).

13. If the terms of this Letter of Agreement conflict with, or are inconsistent with, the terms of the Collective Bargaining Agreement or any other letter of agreement between the parties, the terms of this Letter of Agreement shall control.

For Ascension Borgess Hospital:

Cara Sheahan, Labor Relations Partner

Signature Cara Sheahan Date

12/21/2023

For Michigan Nurses Association:

Andy Cornell, Labor Relations Representative

Signature

Andy Cornell

Date 12/21/2023